

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 – October 15, 2020 – 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Barry.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. 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.

7. 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 August 31, 2020 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2020, as required by Ordinance Number 95-13. On August 31, 2020, the portfolio market value was \$323,857,493 and portfolio earnings totaled \$270,220 for the month. The short term portfolio achieved a yield of 0.59%. The long-term CORE portfolio achieved a yield of 0.24%.

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 2020 Annual Investment Report for Fiscal Year ended September 30, 2020, for the Escambia County Sheriff's Office.

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 September 24, 2020;

B. Approve the Minutes of the Regular Board Meeting held September 24, 2020;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 1, 2020;

D. Approve the Minutes of the two Attorney-Client Sessions held October 1, 2020;

E. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held October 1, 2020; and

F. Approve the Minutes of the Regular Board Meeting held October 1, 2020.

GROWTH MANAGEMENT REPORT

I. Action Item

1. **Recommendation Concerning Final Plat Avellanas Estates Permit FP# 20083538PSD-FP**

That the Board take the following action concerning recording Avellanas Estates (a 24-lot residential subdivision), located in the Ensley Community, lying west of Fowler Avenue and south of West Nine Mile Road (U.S. Alternate Highway 90), owned and developed by Aero Tide Investments, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

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

B. Approve the street name "Avellanas Drive",

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

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

2. **Recommendation Concerning Replat of Huntington Creek Third Addition Permit FP# 20093747PSD-FP**

That the Board take the following action concerning recording of Replat of Huntington Creek Third Addition (a 6-lot, private single-family residential subdivision), located in the Beulah Community off Mobile Highway (U.S. Highway 90), lying east of Beulah Road. Owned and developed by Clearwater 102, 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; and

B. Approve the street name "Huntington Creek Lane".

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

November 5, 2020

A. 5:48 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (second of two public hearings)

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

B. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2020-02 - 951 Dog Track Road (second of two public hearings)

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

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property 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 the equipment described and listed on the Request Form, with reason for disposition stated. The Request Form has been signed by all applicable authorities.

2. Recommendation Concerning the Disposition of Property for the Office of the State Attorney - Kris Blom, IT Supervisor, Office of State Attorney

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

3. Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, with noted limitations, to Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, d/b/a Air Methods Corporation, Shands Teaching Hospitals d/b/a UF Health ShandsCair, Med-Trans d/b/a ShandsCair and Sacred Heart Children's Hospital, effective January 1, 2021, through December 31, 2021; and

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

4. Recommendation Concerning Traffic Restrictions - Speed Reduction on Stefani Road from West Ten Mile Road to West Roberts Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the filing of new traffic restrictions - speed reduction - per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed reduction on Stefani Road from West Ten Mile Road to West Roberts Road; and

B. Authorize the Chairman to sign the Resolution.

Fund 175	Transportation Trust Fund	211201	53401	Sign Installations
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Stefani Road is located in Commission District 5.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Approval of Library Services Database and Software Services Agreements and Contacts - Todd Humble, Library Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County to continue and/or renew Contractual Agreements and licenses totaling \$227,105.61, representing all software and database providers utilized to provide library services to the citizens of Escambia County.

Database/Software	Cost	Renewal Date	
Adobe	\$1,498.00	Upon approval	Creative Suite License subscription for Photoshop and other Adobe programs
ALLDATA LLC	\$975.00	12/31/2020	Online access to automotive repair, maintenance and diagnostic manuals
ArchiveSocial	\$4,788.00	Upon approval	Continuous archival of social media records/month (unlimited accounts)
Authorize.net	\$550.00	Upon approval	Credit card payment system for Integrated Library System
Envisionware	\$6,323.45	Upon approval	Maintenance renewal for patrons' access to printing, scanning and fax services
Infobase - Films Media Group Just for Kids	\$1,200.00	Upon approval	Access to educational video streaming for children with videos, songs, and readalongs
Library Ideas Rocket Languages	\$750.00	Upon approval	Access to online language learning course website
MorningStar	\$2,516.00	1/2/2021	Access to financial information, stock market analysis and investment resource
OCLC			Subscription plans for:

Cataloging and Metadata	\$20,920.80	Upon approval	Catalog records and Platform for borrow books and movies from other libraries across the United States. (Paid \$2,621.67 monthly until new ILL services completed)
WorldShare InterLibrary Loan (ILL)	\$10,534.44	Upon approval	
Web Dewey	\$745.92	11/1/2020	Online cataloging tool for editing records
OCLC subtotal =	\$32,201.16		
PLAN (Panhandle Library Access Network)			
DLLI	\$3,750.00	11/1/2020	Courier service for items borrowed from other Florida libraries
Membership	\$4,000.00	11/1/2020	Consortium membership fee required to utilize regional resource sharing
OverDrive	\$29,960.46	11/1/2020	New eBook, eAudiobook, and eMagazine platform and content
Zinio	\$4,950.00	Upon approval	Provides patrons access to eBooks, eAudiobooks, and eMagazines
Zinio Collection Title	\$3,260.46	11/1/2020	
PLAN Subtotal =	\$45,920.92		
ProQuest			
Pensacola Historical Collection	\$5,512.50		Full-text access to Pensacola News Journal 1999 - present
Pensacola Recent Collection	\$2,610.64		Full-text access to Pensacola News Journal 1999 - present
Heritage Quest Online and Ancestry Library	\$18,5180.20	Upon approval	Access to genealogical research websites
ProQuest Subtotal =	\$26,641.34		

Reference USA Package	\$6,500.00	Upon approval	Provides patrons online access to expanded listings for businesses, residences and health care facilities that includes demographic, financial, and specific market information
Business			
White Pages			
Health Care			
New Business			
Consumer			
Job Search			
Security Engineering	\$3,910.20	Upon approval	Monitoring services all locations
Shutterstock INC	\$1,226.00	Upon approval	Stock photos for marketing
Tech Logic			RFID reading software, hardware, inventory devices, and security gates
Software annual support	\$14,748.00	Upon approval	
Technology Integration Group	\$1,793.10	Upon approval	1-year renewal Firewall Support for Children's Internet Protection Act (CIPA) compliance
The Library Corporation (TLC)	\$48,249.00	Upon approval	Annual support of Integrated Library System - Provides all circulation, checkout, and cataloging
Tumbleweed Press			Provides patrons website access to read along story books for children
TumblePremium	\$3,355.80	Upon approval	
TumbleBookCloud Deluxe	\$2,348.64	Upon approval	
World Book			Provides patrons website access to online encyclopedia, articles, and non-fiction ebooks

Online-Premium plus with eBook Suite	\$16,875.00	Upon approval	
ZooBean Beanstack	\$4,736.00	3/11/2021	Database for tracking reading for Summer Reading Club and other challenges

[Funding Source: Library Fund 113 Cost Center 110501 Operating Expenses 55401]

2. Recommendation Concerning the Issuance of Fiscal Year 2020/2021 Purchase Orders in Excess of \$25,000 - Todd Humble, Library Services Department Director

That the Board, for Fiscal Year 2020/2021, approve the issuance of an individual Purchase Order, in excess of \$25,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the Library Services Department as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations-Contractual Services) Amount: \$350,000	\$350,000	PD 17-18.014

3. Recommendation Concerning the Issuance of Fiscal Year 2020/2021
Purchase Orders, within and in excess of \$25,000 - Janice P. Gilley, County
Administrator

That the Board, for the Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, within and in excess of \$25,000, based upon current and previously awarded Contracts, Contractual Agreements, or annual requirements for County Administration and the Board of County Commissioners.

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
Blue Arbor, Inc. Vendor # 023818 Temporary Service	001/110101/53401 -District 1	\$20,000	PD 17-18-.055
	001/110101/53401 -District 2	\$20,000	
	001/110101/53401 -District 3	\$20,000	
	001/110101/53401 -District 5	\$20,000	
	001/110302/53401	\$30,000	
	001/110304/53401	\$70,000	
	001/120101/53401	\$20,000	
	001/380201/53401	\$14,800	
CPC Office Technologies Vendor # 425634 Copier/Maintenance	001/110201/54601	\$12,000	PD 18-19.101
EEG Enterprises Vendor # 042853 Automated Captioning	001/150102/53101	\$10,000	
Municipal Code Corporation Vendor # 135218 Municode Codes	001/110201/54908	\$15,000	
Staples Advantage Vendor # V0000101 Office Supplies	001/110101/55101	\$2,500	Contract 010615-SCC
	001/110302/55101	\$4,000	
	001/110304/55101	\$1,000	
	001/120101/55101	\$400	

	001/130101/55101	\$400	
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4. Recommendation Concerning the Issuance of Fiscal Year Purchase Orders, in Excess of \$25,000, for the Mass Transit Department - Tonya Ellis, Mass Transit Department Director

That the Board, for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000 based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Mass Transit Department, as follows:

	Vendor / Contractor	Amount	Contract Number
A	Auto, Truck, & Industrial - NAPA Vendor Number: 015006 Bus Parts Fund: 104 Cost Centers: 320407 and 320404	\$65,000	Blanket Purchase Order
B	Auto, Truck & Industrial - NAPA Vendor Number: 015006 Lubricants, Grease and Anti-Freeze Fund: 104 Cost Centers: 320407, 320404	\$50,000	PD 18-19.038 BCC 06/20/19 Renewal BCC 07/02/20
C	Creative Bus Sales Vendor Number: 423758 Bus Parts Fund: 104 Cost Centers: 320407, 320404	\$55,000	Original Equipment Manufacturer (OEM)
D	Ward International Vendor Number: 230582 Proprietary Parts/Repairs for International Vehicles	\$120,000	Original Equipment Manufacturer (OEM)
E	Gillig, Inc. Vendor Number: 071399 Bus Parts Fund: 104 Cost Center: 320407	\$125,000	Original Equipment Manufacturer (OEM)
F	Jasper Engines Vendor Number: 091489 Bus Parts Fund: 104 Cost Centers: 320407, 320404	\$30,000	Blanket Purchase Order

G	ITL Solutions Vendor Number: 423758 Paratransit Services Fund: 104 Cost Center: 320406	\$2,828,112	PD 16-17.068
H	Pete Moore Chevrolet Vendor Number: 134701 Bus Parts Fund: 104 Cost Centers: 320404, 320407	\$75,000	Blanket Purchase Order
J	G&S Holdings DBA Empire Trucks Vendor Number:050992 Bus Parts Fund: 104 Cost Center: 320407	\$40,000	Original Equipment Manufacturer (OEM)
K	Dave Howell Tires Vendor Number:410486 Tires Fund: 104 Cost Centers: 320401, 320407, 320404	\$130,000	State Contract - 25172500 - WSCA - 15 - ACS

5. Recommendation Concerning the Issuance of Fiscal Year 2020/2021
Purchase Orders, in Excess of \$25,000, for the Corrections Department -
William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the Corrections Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A	Charles L. Hall Vendor Number 421147 GEB/ABE Instructor Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$36,000	Vendor Registry
B	Rayshell Fairley Vendor Number: 423308 GED/ABE Instructor Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$36,000	Vendor Registry
C	Justified Incarcerated Ministries Vendor Number: 422508 Chaplain Services Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$30,000	Vendor Registry
D	New Vision Worship Center of NWFL, Inc. Vendor Number: 141510 Chaplain Services Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$30,000	Vendor Registry

6. Recommendation Concerning the Issuance of Fiscal Year 2020-2021
Purchase Orders, in Excess of \$25,000, for the Public Safety Department -
Jason Rogers, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, for the Fiscal Year 2020-2021, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Public Safety Department as follows:

	Vendor Contractor	Amount	Contract Number
A.	Communications Engineering Services Vendor Number: 034300 Generator Repairs Fund: 143 Fire Services Cost Center: 330206 (Fire Rescue)	\$30,000	Blanket Purchase Order Preferred Vendor
B.	Communications Engineering Services Vendor Number: 034300 Generator Repairs Fund: 001 General Fund Cost Center: 330403 (Communications) Cost Center: 330402 Fund: 408 EMS Cost Center: 330302 (EMS)	\$55,000	Blanket Purchase Order Preferred Vendor
C.	Office Depot, Inc. Vendor Number: 150112 Office Supplies Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS) Cost Center: 330603 (EMS Billing) Fund: 001 General Fund Cost Center: 330402 (Emergency Mngt) Cost Center: 330403 (Communication)	\$35,000	City of Tamarac 19-12R

D.	Airgas, Inc. Vendor Number: 010366 Oxygen Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS)	\$32,000	Blanket Purchase Order Preferred Vendor
E.	Emergency Systems Services, Inc. Vendor Number: 050908 Generator Repairs Fund: 143 Fire Services Cost Center: 330206 (Fire Rescue)	\$30,000	Blanket Purchase Order Vendor Registry
F.	Emergency Systems Services, Inc. Vendor Number: 050908 Generator Repairs Fund: 408 EMS Cost Center: 330302 (EMS) Fund: 001 General Fund Cost Center: 330402 (EM) Cost Center: 330403 (Comms)	\$30,000	Blanket Purchase Order Vendor Registry
G.	Municipal Emergency Services, Inc. Vendor Number: 135221 PPE Equipment Fund: 142 Fire Services Cost Center: 330206 (Fire)	\$150,000	PD 18-19.109
H.	Ten-8 Fire Equipment, Inc. Vendor Number: 200935 SCBA Repairs and Maintenance Fund: 143 Fire Services Cost Center: 330206 (Fire)	\$150,000	PD 18-19.003
I.	North American Fire Equipment Co., Inc. Vendor Number: 141740 Fire Equipment Fund: 143 Fire Department Cost Center: 330206 (Fire Rescue)	\$50,000	PD 18-19.003

J.	Zoll Data Systems, Inc. Vendor Number: 250204 EMS Billing Software/Custom Reports Fund: 408 EMS Cost Center: 330603(EMS Billing)	\$28,000	Original Equipment Manufacturer Maintenance Renewal
K.	Zoll Data Systems, Inc. Vendor Number: 250204 EMS Patient Software Fund: 408 EMS Cost Center: 330603(EMS)	\$24,700	Original Equipment Manufacturer Maintenance Renewal

7. Recommendation Concerning Pay Instruction for the Volunteer Firefighters that Participated in Hurricane Sally Fire Rescue Missions - Jason Rogers, Public Safety Department Director

That the Board take the following action:

A. Approve and authorize the Chairman to sign the Resolution authorizing Escambia County Fire Rescue to provide a disaster stipend payment, in the amount of \$200, to the Volunteer Firefighters, who worked during the declared State of Emergency for Hurricane Sally. Florida Governor Ron DeSantis declared a State of Emergency in two Counties on Monday, September 14, 2020; and,

B. Authorize the four employees that did not meet the minimum requirement of 72 hours but had worked 70 hours in support of Hurricane Sally Fire Rescue efforts to receive the stipend payment, in the amount of \$200.

8. Recommendation Concerning Temporary Staffing Modifications for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board approve and authorize Fire's Certified Paramedics to help staff the EMS unit posted 24/7 at Pensacola Beach. If any Fire personnel is utilized for the staffing of the EMS unit, they will be paid from EMS's Cost Center. Fire currently has 16 full-time and three part-time certified paramedics. The need for additional paramedics at the Pensacola Beach location is due to Hurricane Sally and the damage sustained to the three-mile bridge requiring employees to drive the additional distance to travel to the post location.

Vendor	Amount	Contract Number
Escambia County EMS Fund: 408 EMS	\$50,000 Estimated not to exceed	Inter-Fund Transfer

9. Recommendation Concerning a Derelict Vessel Removal Grant, in the Amount of \$8,590, from the Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 20133 relating to the Derelict Vessel Removal Grant for Fiscal Year 2020 which provides up to \$8,590 in grant funding from FWC.

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

- Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."
- Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

Vendor/Contractor	Amount	Contract Number
Florida Fish and Wildlife Conservation Commission Fund 110, Other Grants and Projects Cost Center 220339, Derelict Vessels Grant Fund 110, Other Grants and Projects Cost Center 220807, Vehicle Registration Fees	\$8,590	FWC 20133

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant; Fund 110, Other Grants and Projects, Cost Center 220807, Vehicle Registration Fees]

10. Recommendation Concerning Ratification of the Cox Business 60-Month Agreement Between Escambia County and Cox Business - Bart Siders, Information Technology Department Director

That the Board ratify the County Administrator's signature on the Agreement between Cox Business and Escambia County for the Escambia County Board of County Commissioners - Bulk Master Agreement for a term of 60-months.

Vendor/Contractor	Cost Center/Object Code	Amount	Contract Number
Cox Business			Agreement 8/31/2020
	110101/54101	106.47	
	110302/54101	70.98	
	150105/54101	130.10	
	150111/54101	70.98	
	211101/54101	11.83	
	330206/54101	141.96	
	330302/54101	70.98	
	330402/54101	189.28	
	380201/54101	35.49	
	110601/54101	11.83	
	550101/54101	106.47	
	370105/54101	23.66	

11. Recommendation Concerning Approval of Miscellaneous Appropriations Agreements to be Paid from the General Fund - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreements for Outside Agencies:

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

1. Be Ready Alliance Coordinating for Emergencies (BRACE), in the amount of \$95,000;
2. Gulf Coast Kid's House, Inc., in the amount of \$145,700;
3. Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida, in the amount of \$432,402;
4. Pathways for Change, in the amount of \$326,562;
5. Emerald Coast Regional Council f/k/a West Florida Regional Planning Council, in the amount of \$21,289;
6. United Way of West Florida, Inc. (211 First Call for Help), in the amount of \$23,750;
7. Another Chance Transitional Services (ACTS), in the amount of \$19,000;
8. Council on Aging of West Florida, Inc., in the amount of \$45,000;
9. Gulf Coast Veterans Advocacy Council, Inc., in the amount of \$11,875;
10. James B. Washington Education & Sports, Inc., in the amount of \$14,250;
11. New World Believers, Inc., in the amount of \$14,250;
12. Pensacola Caring Hearts, in the amount of \$12,350;
13. Pensacola's Promise, Inc. d/b/a Chain Reaction, in the amount of \$18,050;
14. Wildlife Sanctuary of Northwest Florida, Inc., in the amount of \$33,250;
15. Health and Hope Clinic, Inc., in the amount of \$14,250; and
16. General Daniel Chappie James Flight Academy, Inc., in the amount of \$13,300.

B. Approve the following Miscellaneous Appropriations Agreements for Civil Legal Aid Services with the following organizations, to be paid from the General Fund (001), Cost Center 110201, and Article V Fund (115), Cost Center 410802:

17. Legal Services of North Florida, Inc., in the amount of \$62,344;
18. Northwest Florida Legal Services, in the amount of \$62,344;

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

D. Authorize the approval of the necessary Purchase Orders.

12. Recommendation Concerning Approval of Miscellaneous Appropriations Agreements to be Paid from the Fourth Cent Tourist Development Tax Fund - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the Fourth Cent Tourist Development Tax Fund (108), Cost Center 360105:

1. African American Heritage Society, in the amount of \$30,000;
2. Naval Aviation Museum, in the amount of \$100,000;
3. West Florida Historic Preservation, Inc., in the amount of \$225,000 (maintenance and conservation of St. Michael's Cemetery, Mt. Zion Cemetery, AME Zion Cemetery and Magnolia Cemetery included); and
4. Five Flags Sertoma of Pensacola, Inc., in the amount of \$75,000;

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

C. Authorize the execution of the necessary Purchase Orders.

13. Recommendation Concerning Approval of Miscellaneous Appropriations Agreement for Fiscal Year 2020/2021 for Keep Pensacola Beautiful, Inc. - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc., in the amount of \$51,804, to be paid from Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

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

C. Authorize the execution of the necessary Purchase Order.

14. Recommendation Concerning Approval of Miscellaneous Appropriations Agreements To Be Paid Out Of Local Option Sales Tax Fund - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement To Be Paid Out of Local Option Sales Tax Fund:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the Local Option Sales Tax Fund (353), Cost Center 110277:

1. Gulf Coast Minority Chamber of Commerce, Inc., in the amount of \$75,000;
2. Junior Achievement of Northwest Florida, Inc., in the amount of \$20,000;
3. Center for Independent Living of Northwest Florida, Inc., in the amount of \$30,000; and
4. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, in the amount of \$238,875;

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

C. Authorize the execution of the necessary Purchase Orders.

15. Recommendation Concerning Supplemental Budget Amendment #223, Sheriff's Department, Henrique Dias, Chief Financial Officer - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #223, Local Option Sales Tax Fund (353), in the amount of \$2,795, to recognize proceeds received from ATV Auction. These funds must now be recognized and appropriated back into the Sheriff's budget.

16. Recommendation Concerning Supplemental Budget Amendment #227 - Reclassification of BP Oil Spill Settlement Funds to the Hurricane Sally Disaster Recovery Fund - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #227, Hurricane Sally Disaster Recovery Fund (112), in the amount of \$8,481,504, to recognize funds from the General Fund BP Oil Spill Settlement Funds (Cost Center 369303) and to appropriate \$5,481,504 to Repair and Maintenance Expenses (Cost Center 330902; Object Code 54601) and \$3,000,000 to Aid to Private Organizations (Cost Center 330906; Object Code 58201).

Fund Number	Fund Name	Revenue Code	Amount
112	Disaster Recovery	369303/Litigation Settlement	\$8,481,504
		TOTAL	\$8,481,504
Fund Number/Name	Cost Center/Title	Account Code/Title	Amount
112/Disaster Recovery	330902/ Cat B Hurricane Sally	54601/ Repair and Maintenance	\$5,481,504
112/Disaster Recovery	330906/ Sally 20 Projects	58201/ Aid to Private Organizations	\$3,000,000
		TOTAL	\$8,481,504

17. Recommendation Concerning Purchase Orders for Health Insurance - Jana Still, Human Resources Department Director

That the Board approve the issuance of 11 blanket and/or individual Purchase Orders, in excess of \$25,000, for Fiscal Year 2020/2021, based upon previously awarded or approved annual requirement Contracts or Contractual Agreements for the Human Resources Department.

Item	Vendor/Contractor	Not-To-Exceed Amount	Contract
A.	Delta Dental Insurance Company Vendor: #040643 Dental Insurance Cost Center: 150109 Claims	\$900,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
B.	Delta Dental Insurance Company Vendor: #040643 Dental Insurance Cost Center: 150109 Administrative Fees	\$82,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
C.	Blue Cross Blue Shield of Florida Vendor: #023808 Health Insurance Cost Center: 150108 Retiree Premiums	\$407,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
D.	Blue Cross Blue Shield of Florida Vendor: #023808 Health Insurance Cost Center: 150108 Administrative Fees	\$1,201,906	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.

E.	Blue Cross Blue Shield of Florida Vendor: #023808 Health Insurance Cost Center: 150108 Claims	\$22,941,200	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
F.	The Lincoln National Life Insurance Company Vendor: # 425648 Life Insurance Cost Center: 150110	\$320,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
G.	USI Southwest Inc Vendor: #424847 Consulting/Broker Services Cost Center: 150108	\$62,500	PD 16-17-094
H.	Stop Loss Insurance Service, Inc. Oct 19 – Dec 19 Vendor: #425652 Health Insurance Cost Center: 150108 Stop Loss Insurance	\$210,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
I.	The Lincoln National Life Insurance Company Vendor: #425648 Long Term Disability Cost Center: 150113	\$87,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
J.	Humana Insurance Company Vendor: #L21633 Vision Care Insurance Cost Center: 150114 Vision Care Coverage	\$130,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.

K.	Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor: #50079 Health Clinic Cost Center: 150112	\$68,000	PD 09-10.005
L.	Marathon Health, LLC (Marathon) Champlain Mill 20 Winooski Falls Way, Suite 400 Winooski, VT 05404	\$1,050,000	PD 19-20.035
M.	PlanSource Benefits Administration Vendor: #426378 101 S. Garland Ave., Suite 203 Orlando, FL 32801	\$240,000	Bidding process completed by USI on behalf of the County.

[Funding: Fund 501, Worker's Compensation, Health, and Life Funds]

18. Recommendation Concerning Public Officials Liability - Mark Bartlett,
Manager, Risk Management Office/Jana Still, Human Resources Department
Director

That the Board approve the payment to USI Insurance Services, LLC, in the amount of \$49,612, for Public Officials Liability written through Chubb Group of Insurance Companies (ACE American Insurance Company) for the period of November 1, 2020, through September 30, 2021, with a \$75,000 deductible.

Vendor	Funding	Amount
USI Insurance Services, LLC Public Officials Liability	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$49,612

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

19. Recommendation Concerning the Issuance of Fiscal Year 2020-2021
Purchase Orders, in Excess of \$25,000, for the Parks and Recreation
Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2020-2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects) \$100,000 (Temp Labor for park mowing) Cost Center: 350222 (Equestrian Center) \$8,000	\$108,000	PD 17-18.055
GameTime Vendor Number: 070316 Purchase of additional playground components, and playground repair pieces to original manufactured playground equipment at various park facilities Fund: 001 (General) Cost Center: 350226 (Park Maintenance) \$5,000 Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Park Capital Projects) \$395,000	\$400,000	U.S. Communities Contract No. 2017001134
Keep Pensacola Beautiful, Inc. Vendor Number: 402053 Purchase of contracted services of waste disposal for County parks and boat ramps Fund: 001 (General) Cost Center: 350226 (Park Maintenance) \$29,000 Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Park Capital Projects) \$110,500	\$139,500	PD 19-20.067 Agreement awarded by BCC on 8-6-20 for term of 12 months, with option to be renewed for two additional 12-month terms

Containers, Inc. Vendor Number: 034560 Portable toilet rental service for County parks, boat ramps and community centers Fund: 001 (General) Cost Center 350226 (Park Maintenance) \$40,000 Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects) \$5,700	\$45,700	Annual allocation for portable toilet rental services for various parks, boat ramps and community centers
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20. Recommendation Concerning a Purchase Order to VCloud Tech, in excess of \$25,000 - Bart Siders, Information Technology Department Director

That the Board approve the issuance of a Purchase Order, in excess of \$25,000, based upon Quote # A17401147-0 for the annual support and maintenance for the VMWare product for the period of November 1, 2020, to October 31, 2021. This is the Enterprise Server Environment. Information Technology manages and controls the virtual servers that Escambia County uses for many mission critical systems.

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
vCloud Tech Inc Vendor # 423735 VMWare	001 Fund / 270102 Cost Center / 54601 Object Code	\$29,444.77	Quote # A17401147-0

III. For Discussion

1. 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. Update on the CARES Family Emergency Financial Assistance Grant
2. The CARES Business Assistance Grant;
3. Assistance for implementing Grant programs; and
4. The funding balance for CARES Programs.

2. Recommendation Concerning the CARES Act Funding Program Agreement with the University of West Florida - Janice P. Gilley, County Administrator

That the Board:

A. Discuss and approve the CARES Act Funding Program Agreement with the University of West Florida; and

B. Authorize the Chairman to sign the Funding Program Agreement.

3. Recommendation Concerning Hurricane Sally Update - Janice P. Gilley, County Administrator

That the Board discuss the status of Hurricane Sally recovery.

4. Recommendation Concerning the Pay Procedures for Unclassified, Exempt Employees for Hurricane Sally that Occurred on September 16, 2020 - Jana Still, Human Resources Director

That the Board authorize the County Administrator to provide emergency compensation to the Unclassified, Exempt employees who worked during the declared State of Local Emergency for Hurricane Sally (Resolution 2020-124). The County's declaration was originally issued on September 14, 2020, at 1:00 p.m., central daylight time, which activated the Emergency Operations Center to Level 1, running 24/7 operations. The Level 1 activation remained in effect until October 2, 2020, at 5:00 p.m., central daylight time.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning a Ground Lease with the School Board of Escambia County, Florida, for a Portion of the Former Ransom Middle School Property.

At the request of Commissioner Steven Barry, that the Board take the following action:

A. Approve the Ground Lease with the School Board of Escambia County, Florida for approximately two acres of the former Ransom Middle School property for development of a community center; and

B. Authorize the Chairman or Vice-Chairman to sign the Ground Lease.

2. Recommendation Concerning an Interlocal Agreement with the SRIA Relating to EMS.

At the request of Commissioner Robert Bender, that the Board take the following action regarding the Interlocal Agreement between the Escambia County Board of County Commissioners and the Santa Rosa Island Authority relating to the funding of Emergency Medical Services on Santa Rosa Island:

A. Approve the Interlocal Agreement with the Santa Rosa Island Authority relating to the funding of Emergency Medical Services on Santa Rosa Island; and

B. Authorize the Chairman to execute the Interlocal Agreement.

3. Recommendation Concerning Escambia County State of Local Emergencies.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-140, R2020-141, R2020-142; and

B. Extension of Escambia County State of Local Emergencies.

8. Items added to the agenda.
9. Announcements.
10. Adjournment.



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-18706

Clerk & Comptroller's Report 7. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/15/2020

Issue: August 2020 Investment Report

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

Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2020, as required by Ordinance Number 95-13. On August 31, 2020, the portfolio market value was \$323,857,493 and portfolio earnings totaled \$270,220 for the month. The short term portfolio achieved a yield of 0.59%. The long-term CORE portfolio achieved a yield of 0.24%.

Attachments

August 2020 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

INVESTMENT PORTFOLIO SUMMARY REPORT

FISCAL YEAR 2019-2020

August 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
August 31, 2020

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	July 31, 2020	August 31, 2020
Bank Accounts	\$10,439,979	\$19,225,547
Local Government Investment Pools ⁽¹⁾	\$133,629,878	\$144,674,972
Local Government Investment Pools ⁽²⁾	\$25,461,073	\$25,470,563
Certificates of Deposit	\$62,243,228	\$41,160,469
Money Market Mutual Fund	\$376,614	\$568,240
U.S. Treasury Bond/Notes	\$57,007,608	\$54,539,856
Federal Agency Bond/Note	\$12,927,602	\$15,618,184
Municipal Bonds	\$771,306	\$770,124
Asset-Backed Securities (ABS)	\$2,228,410	\$2,699,028
Corporate Notes	\$19,975,182	\$19,130,510
Total Portfolio Assets:	\$325,060,880	\$323,857,493
Current Month Earnings:	\$444,774	\$270,220
Fiscal Year to Date Earnings:	\$4,935,308	\$5,205,527

⁽¹⁾ FL PRIME, FLCLASS, FL-FIT

⁽²⁾ FL TRUST

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:		July 31, 2020	August 31, 2020
Market Value		\$231,774,158	\$230,531,551
Short Term Portfolio Yield:⁽³⁾		0.85%	0.59%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		0.28%	0.21%
Fiscal YTD Earnings:		\$3,361,741	\$3,469,630
LONG TERM CORE PORTFOLIO:		July 31, 2020	August 31, 2020
Market Value		\$93,286,722	\$93,325,942
CORE Portfolio Yield to Maturity at Market:		0.23%	0.24%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.13%	0.14%
CORE Portfolio Total Return:		0.14%	0.01%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.10%	-0.02%
Effective Duration (Years)		1.82	1.82
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		1.81	1.80
Fiscal YTD Earnings:		\$1,573,567	\$1,735,898

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



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

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

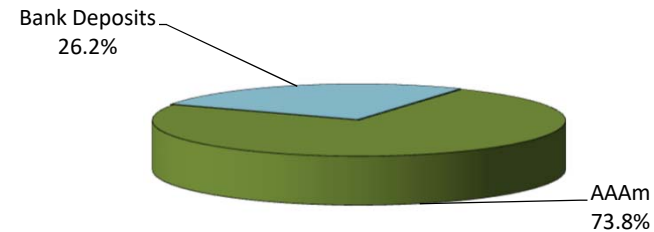
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 19,225,547	8.3%
Certificates of Deposit	41,160,469	17.9%
Local Government Investment Pools*	144,674,972	62.8%
Local Government Investment Pools**	25,470,563	11.0%

Total Short Term Portfolio Assets: **\$ 230,531,551** 100.0%

*FL PRIME, FLCLASS, FL-FIT

**FL TRUST

Short Term Portfolio Credit Quality

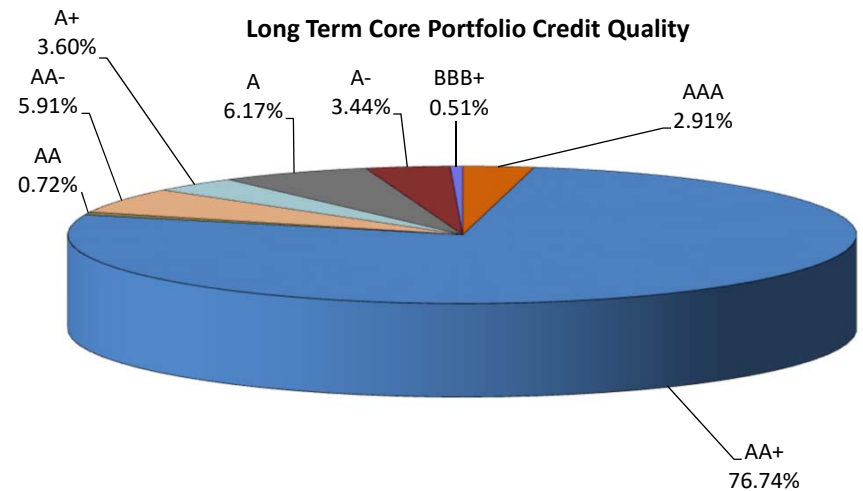


LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 54,539,856	58.4%
Federal Agency Bond / Note	15,618,184	16.7%
Corporate Note	19,130,510	20.5%
Municipal Bonds	770,124	0.8%
Asset-Backed Securities (ABS)	2,699,028	2.9%
Money Market Mutual Fund - Federated Government	568,240	0.6%

Total Long Term Core Portfolio Assets: **\$ 93,325,942** 100.0%

Long Term Core Portfolio Credit Quality





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

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	54,539,856	16.8%	100%	Yes
Federal Instrumentalities	15,618,184	4.8%	50%	Yes
Local Government Investment Pools	170,145,535	52.5%	75%	Yes
Certificates of Deposit	41,160,469	12.7%	50%	Yes
Corporate Notes	19,130,510	5.9%	25%	Yes
State and/or Local Government Debit	770,124	0.24%	25%	Yes
Asset-Backed Securities (ABS)	2,699,028	0.8%	25%	Yes
Bank Accounts - Bank of America	19,225,547	5.94%	100%	Yes
Money Market Mutual Fund	568,240	0.2%	50%	Yes
Total Investment Holdings	323,857,493	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Adobe Inc	553,238	0.2%	5%	Yes
Amazon.com INC	366,303	0.1%	5%	Yes
American Honda Finance	669,629	0.2%	5%	Yes
Apple Inc. Corporate Notes	1,032,556	0.3%	5%	Yes
Bank of America Co	478,956	0.1%	5%	Yes
Bank Accounts - Bank of America	19,225,547	5.9%	100%	Yes
BBVA	15,506,106	4.8%	15%	Yes
BMW Vehicle Owner Trust	195,524	0.1%	5%	Yes
Centennial Bank	5,135,227	1.6%	15%	Yes
Carmax Auto Owner Trust	296,277	0.1%	5%	Yes
Caterpillar Inc	422,237	0.1%	5%	Yes
Chevron Corporation Corp Notes	665,626	0.2%	5%	Yes
Cisco Systems Inc.	2,023,672	0.6%	5%	Yes
Citigroup INC	475,463	0.1%	5%	Yes
Coca-Cola Company	336,108	0.1%	5%	Yes
Deere & Company	1,036,280	0.3%	5%	Yes
Fannie Mae	5,137,644	1.6%	5%	Yes
Fidelity Institutional Government MMF	568,240	0.18%	25%	Yes
FLCLASS	5,333,747	1.6%	50%	Yes
FL-FIT	32,245,114	10.0%	50%	Yes
Florida Prime (SBA)	107,096,111	33.1%	50%	Yes
Florida Local Government Investment Trust	25,470,563	7.9%	50%	Yes
Freddie Mac	10,480,540	3.2%	25%	Yes
Hancock Bank	5,153,620	1.6%	15%	Yes
Honeywell International	762,719	0.2%	5%	Yes
Hyundai Auto Receivables	304,951	0.1%	5%	Yes
IBM CORP	1,006,144	0.3%	5%	Yes
Intel Corporation	1,032,675	0.3%	5%	Yes
John Deere Owner Trust	199,957	0.1%	5%	Yes
JP Morgan Chase Corporate Notes	1,008,706	0.3%	5%	Yes
Mastercard	764,076	0.2%	5%	Yes
Merck & CO Inc	778,806	0.2%	5%	Yes
Microsoft Corporate Notes	514,663	0.2%	5%	Yes
National Rural Utilities Co Finance Corp	377,452	0.1%	5%	Yes
New York State Urban Development Corp	278,247	0.1%	5%	Yes
Nissan Auto Receivables	180,063	0.1%	5%	Yes
NY & NJ Port Auth	263,541	0.1%	5%	Yes
Oracle Corp	1,033,263	0.3%	5%	Yes



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

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Paccar Financial Corp	140,646	0.0%	5%	Yes
Proctor & Gamble Co	684,624	0.2%	5%	Yes
Servisfirst Bank	15,365,517	4.7%	15%	Yes
State of Connecticut	77,402	0.0%	5%	Yes
Tampa Water & Wastewater	150,933	0.0%	5%	Yes
The Bank of New York Mellon Corporation	450,957	0.1%	5%	Yes
The Walt Disney Corporation	516,377	0.2%	5%	Yes
Toyota Motor Corp	1,858,191	0.6%	5%	Yes
United Parcel Service Inc.	515,517	0.2%	5%	Yes
United States Treasury Securities	54,539,856	16.8%	100%	Yes
Verizon Owner Trust	469,983	0.1%	5%	Yes
Visa Inc	677,901	0.2%	5%	Yes
Total Investment Holdings	323,857,493	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-18708

Clerk & Comptroller's Report 7. 2.

BCC Regular Meeting

Consent

Meeting Date: 10/15/2020

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 2020 Annual Investment Report for Fiscal Year ended September 30, 2020, for the Escambia County Sheriff's Office.

Attachments

20 Sheriff Annual Investment Report FYE 09.30.20

Sheriff



DAVID MORGAN

MEMORANDUM

TO: Honorable Steven Barry
Chairman, Board of County Commissioners

FROM: David Morgan, Sheriff

DATE: October 1, 2020

RE: Annual Investment Report FYE 09/30/20

COPY

As required by Paragraph 218.415(15), Florida Statutes, please accept this Annual Investment Report.

This report includes all investments held in the Sheriff's Office portfolio and earnings.

If there are any questions, please do not hesitate to contact Henrique Dias at 436-9541.

A handwritten signature in green ink, appearing to be "DM", with a long horizontal line extending to the right.

DM/dlc

Enclosure (1) "Annual Investment Report"

PAM CHILDERS
CLERK & CO. F. F. ROLLER
2020 OCT 1 4 37
ESCAMBIA COUNTY, FL

ESCAMBIA COUNTY SHERIFF'S OFFICE

Telephone (850) 436-9512 • www.escambiaso.com • P.O. Box 18770 • Pensacola, Florida 32523

ANNUAL INVESTMENT REPORT

2020



Sheriff David Morgan

FYE 9/30/20

Table of Contents

- **Investment Policy**
- **Attachment A (List of Public Depositories)**
- **Attachment B (Investment Policy Internal Controls)**
- **Investments**
 - General Fund Interest Income
 - Other Accounts

INVESTMENT POLICY

Escambia County Sheriff's Office

FYE 9/30/20

ESCAMBIA COUNTY SHERIFF'S OFFICE

Pensacola, Florida

David Morgan, Sheriff

General Order		Subject: Investment Policy		Number: 345
Issue Date: 12/04/2009	Effective Date: 02/10/2020	Review Date: 02/2022	Review Responsibility: Sheriff Chief Deputy Chief Financial Officer	
Distribution Code: All Members		Rescinds:	Amended: 02/20/2014	
Related Documents:				
CFA Reference:				

PURPOSE: The purpose of this general order is to prescribe procedures for the investing of surplus funds held by the Escambia County Sheriff's Office.

POLICY: All surplus funds that are held by or for the Escambia County Sheriff's Office will be invested in such a manner so that certain objectives are achieved, in particular the safety of the principle invested and the liquidity of the funds that are invested. The investment of these funds is governed by Florida Statute.

PROCEDURE:

345.1

Investment Objectives

1. When surplus funds are invested, each investment opportunity will follow certain objectives. These objectives are, in order of priority:
 - a. **Safety -** Funds entrusted to the Sheriff represent funds belonging to the people of Escambia County. Therefore, the primary objective of this investment policy is to provide for the protection of investment capital.
 - b. **Liquidity -** The Sheriff's Office portfolio will provide sufficient liquidity so that funds are available for timely satisfaction of financial obligations.
 - c. **Return on investment -** Within safety and liquidity limitations, a reasonable rate of return should be obtained on Sheriff's Office investments.

2. The performance of the Escambia County Sheriff's Office investments will be compared on an annual basis with the appropriate indices published in a national financial publication. Such indices will be selected by the Chief Financial Officer to reflect returns on investments with a minimum of risk.

345.2

Prudence and Ethical Standard

It is imperative that certain standards be established and followed concerning the investment of funds held by the Sheriff. Of those standards, the prudent person standard is defined as follows:

1. Investments will be made with judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the income to be derived.
2. Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper conduct of the investment program, or which could impair their ability to make impartial investment decisions. In addition, those persons will disclose to the Sheriff any material of financial interest or personal relationship which could cause a conflict of interest.

345.3

Authorized Investments

1. The Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, F.S.S. 163.01.
2. Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency.
3. Saving accounts in state-certified depositories, as defined in F.S.S. 280.02(16)
4. Certificates of Deposit in a state certified depository.
5. Notes, Bonds, T-Bills, or other direct obligations of the United States Treasury.
6. Federal agencies and instruments.
7. Repurchase agreements.

8. Prior to investing in any derivative product or reverse repurchase agreement, the Chief Financial Officer will review the provisions of F.S.S. 218.415(5).

345.4

Maturity and Liquidity Requirements

The investment portfolio will be constructed in such a manner as to provide sufficient liquidity to pay obligations as they become due. To the extent possible, investment maturities will be matched with known cash needs and anticipated cash flow.

345.5

Portfolio Composition and Diversification

Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. Investments will be diversified to the extent practical to control risk of loss from over concentration of assets in specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines will be reviewed and, if necessary, revised by the Chief Financial Officer on a periodic basis.

1. The following maximum limits are guidelines for diversification by instrument:
 - a. Government Advantage Interest Accounts 100%,
 - b. Certificates of Deposit 0%,
 - c. Treasury Bills/Notes 0%,
 - d. Other United States Governmental Agencies 0%,
 - e. State investment pool interest bearing accounts (i.e. Savings, NOW) 0%.
2. The Sheriff may revise these guidelines for specific circumstances.
3. Government Advantage Account;
 - a. The Government Advantage Account combines the features and conveniences of a full-service demand deposit account with the advantage of paying interest on excess balances. It also offers additional features that simplify operations and may help reduce overhead on cash management and investment activities.
 - b. Funds in Government Advantage Accounts are demand deposits, not investments. Therefore, the FDIC insures them for the first \$100,000. Additionally, the bank collateralizes the funds in the account to the fullest extent required by state law under Section 280.

- c. Interest payments are determined monthly. At the end of each month, the account analysis system computes the average ledger balance, average float, and average positive collected balance. Compensating balances and the balance to offset services rendered are subtracted from the average positive collected balance to arrive at the net balance available amount. (An earnings credit rate equal to the Treasury bill interest rate will be used.) The interest is then paid on the dollars remaining after the service charges are covered. The interest is paid to the account on the 10th of the following month.

345.6

Authorized Investment Institutions and Dealers

The Escambia County Sheriff's Office will only purchase securities from brokers, dealers, or banks that have met certain criteria. Criteria for approval includes but is not limited to:

1. Banks and Savings and Loan Associations must meet requirements as a qualified depository as determined by the State of Florida.
2. Brokers and dealers must be listed on the Federal Reserve Bank of New York as primary government securities dealer.
3. Brokers and dealers must provide certification of having read this policy.
4. Repurchase agreements will be conducted only with principals and not through third parties acting as agents.

345.7

Third Party Custodial Agreements

1. All securities purchased by the Escambia County Sheriff's Office will be properly designated as assets of the Sheriff's Office and may be held in safekeeping by a third party custodial institution.
2. No withdrawal of securities, in whole or part, will be made from safekeeping without authorization of the Chief Financial Officer.
3. The Chief Financial Officer is authorized to execute, on behalf of the Sheriff, third party custodial agreement(s) with banks and other financial institutions. Such agreements may include the following:
 - a. Letters of authority from the Sheriff;
 - b. Details as to the responsibilities of each party;
 - c. Method of notification of security purchases, sales, and delivery;

- d. Procedures related to repurchase agreements;
 - e. Wire transfers;
 - f. Safekeeping and transaction costs;
 - g. Procedures in case of wire transfer failure or other mishaps; and
 - h. A description of the liabilities of each party.
4. Certificates of deposit or other time deposits do not need to be placed with a third party custodian, as they are collateralized through F.S.S. 280.

345.8

Bid Requirements

- 1. When feasible and appropriate, a competitive bid process will be used.
- 2. The primary investment instrument used by the Sheriff's Office is the Government Advantage Interest Account, with the principal being the bank balance at the end of a work period. Overall banking services will be by bid.
- 3. To obtain the best mix of low cost service fees and highest rates of return, various types of accounts may be packaged as a group. This decision will be at the Sheriff's discretion.
- 4. The group may include both interest bearing and non-interest bearing accounts.
- 5. Bidding will be done on a 3 to 5 year cycle.
- 6. Bid scoring will be done using a weighted matrix system for quantitative type answers.
 - a. If a clear winner does not emerge, a qualitative analysis will be used to make the final decision.
 - b. If a winner did not submit the highest interest rate, an explanation will be attached stating the reason(s) for the final selection.
- 7. All bids will be retained according to current bidding policy.

345.9

Internal Controls

The Chief Financial Officer will establish and monitor a set of controls designed to protect the Sheriff's Office funds and assure proper accounting and reporting of securities transactions.

345.10
Reporting

The Chief Financial Officer will prepare periodic reports, at least annually, for presentation to the Sheriff and the Board of County Commissioners. The report(s) will include the following:

1. Securities in the portfolio by class or type;
 2. Book value;
 3. Income earned; and
 4. Market value as of date of the report.
-

Approved

Signed

02/10/2020

David Morgan, Sheriff
Escambia County, Florida

Date

ATTACHMENT A

Escambia County Sheriff's Office

FYE 9/30/20

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
591846933	AMERANT BANK, N.A.	CORAL GABLES, FL
161764661	AMERICAN MOMENTUM BANK	COLLEGE STATION, TX
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK, FL
581111076	AMERIS BANK	MOULTRIE, GA
202502516	ANCHOR BANK	JUNO BEACH, FL
720218544	ANTHEM BANK & TRUST	PLAQUEMINE, LA
591008568	AXIOM BANK, N.A.	MAITLAND, FL
591485307	BAC FLORIDA BANK	CORAL GABLES, FL
640117230	BANCORPSOUTH BANK	TUPELO, MS
202768792	BANESCO USA	CORAL GABLES, FL
132614394	BANK LEUMI USA	NEW YORK, NY
941687665	BANK OF AMERICA, N.A.	CHARLOTTE, NC
591024375	BANK OF BELLE GLADE	BELLE GLADE, FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND, FL
591447189	BANK OF TAMPA, THE	TAMPA, FL
591050700	BANK OF THE SOUTH	PENSACOLA, FL
270217289	BANKUNITED, N.A.	MIAMI LAKES, FL
630476286	BBVA USA	BIRMINGHAM, AL
593672784	BEACH COMMUNITY BANK	FORT WALTON BEACH, FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO, IL
590153930	BRANNEN BANK	INVERNESS, FL
370613731	BUSEY BANK	CHAMPAIGN, IL
640156695	CADENCE BANK, N.A.	ATLANTA, GA
593277398	CAPITAL CITY BANK	TALLAHASSEE, FL
630258819	CCB COMMUNITY BANK	ANDALUSIA, AL
710009885	CENTENNIAL BANK	CONWAY, AR
205909064	CENTRAL BANK	TAMPA, FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE, FL
135266470	CITIBANK, N.A.	SIoux FALLS, SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF, FL
590557762	CITIZENS BANK OF FLORIDA	OVIEDO, FL
593018034	CITIZENS FIRST BANK	THE VILLAGES, FL
591297458	CITY NATIONAL BANK OF FLORIDA	MIAMI, FL
593586102	COGENT BANK	ORANGE CITY, FL
640154830	COMMUNITY BANK OF MISSISSIPPI	FOREST, MS
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND, FL
590795359	COMMUNITY STATE BANK	STARKE, FL
591451065	CREWS BANK & TRUST	ARCADIA, FL
592976493	DRUMMOND COMMUNITY BANK	CHIEFLAND, FL
591259357	EASTERN NATIONAL BANK	MIAMI, FL
650765849	EDISON NATIONAL BANK	FORT MYERS, FL
611433431	ENGLEWOOD BANK & TRUST	ENGLEWOOD, FL
591387466	EXECUTIVE NATIONAL BANK	MIAMI, FL

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

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FEIN	INSTITUTION	HOME OFFICE LOCATION
310676865	FIFTH THIRD BANK, N.A.	CINCINNATI, OH
208075599	FINEMARK NATIONAL BANK & TRUST	FORT MYERS, FL
590242465	FIRST BANK	CLEWISTON, FL
593528089	FIRST CITRUS BANK	TAMPA, FL
590612190	FIRST CITY BANK OF FLORIDA *	FORT WALTON BEACH, FL
261462549	FIRST COLONY BANK OF FLORIDA	MAITLAND, FL
590969721	FIRST FEDERAL BANK	LAKE CITY, FL
208397856	FIRST FLORIDA INTEGRITY BANK	NAPLES, FL
593526917	FIRST HOME BANK	ST. PETERSBURG, FL
620201385	FIRST HORIZON BANK	MEMPHIS, TN
592312147	FIRST NATIONAL BANK NORTHWEST FLORIDA	PANAMA CITY, FL
590242830	FIRST NATIONAL BANK OF MOUNT DORA, THE	MOUNT DORA, FL
592648115	FIRST NATIONAL BANK OF PASCO	DADE CITY, FL
590675658	FIRST NATIONAL BANK OF SOUTH MIAMI	SOUTH MIAMI, FL
590877517	FIRST NATIONAL BANK OF WAUCHULA	WAUCHULA, FL
580379465	FIRST SOUTHERN BANK	WAYCROSS, GA
650790413	FIRST STATE BANK OF THE FLORIDA KEYS	KEY WEST, FL
660183103	FIRSTBANK PUERTO RICO	SAN JUAN, PR
650980079	FLAGLER BANK	WEST PALM BEACH, FL
202472079	FLAGSHIP BANK	CLEARWATER, FL
592475686	FLORIDA CAPITAL BANK, N.A.	JACKSONVILLE, FL
590788761	FNBT BANK	FORT WALTON BEACH, FL
590199400	GROVE BANK & TRUST	MIAMI, FL
640169065	HANCOCK WHITNEY BANK	GULFPORT, MS
593584666	HEARTLAND NATIONAL BANK	SEBRING, FL
580659995	HERITAGE SOUTHEAST BANK	JONESBORO, GA
592327185	INTERNATIONAL FINANCE BANK	MIAMI, FL
261783674	INTRACOASTAL BANK	PALM COAST, FL
134994650	JPMORGAN CHASE BANK, N.A.	COLUMBUS, OH
590549169	LAFAYETTE STATE BANK	MAYO, FL
204694103	LEGACY BANK OF FLORIDA	BOCA RATON, FL
593559141	MADISON COUNTY COMMUNITY BANK	MADISON, FL
200235207	MAINSTREET COMMUNITY BANK OF FLORIDA	DELAND, FL
650644585	MARINE BANK & TRUST COMPANY	VERO BEACH, FL
420335350	MIDWESTONE BANK	IOWA CITY, IA
621775888	MILLENNIUM BANK	OLTEWAH, TN
361561860	NORTHERN TRUST COMPANY, THE	CHICAGO, IL
592237260	OCEAN BANK	MIAMI, FL
010914314	ONE FLORIDA BANK	ORLANDO, FL
042764211	ONEUNITED BANK	BOSTON, MA
592437764	PACIFIC NATIONAL BANK	MIAMI, FL
203037095	PARADISE BANK	BOCA RATON, FL
591510993	PEOPLES BANK OF GRACEVILLE	GRACEVILLE, FL

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

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FEIN	INSTITUTION	HOME OFFICE LOCATION
581171935	PEOPLESSOUTH BANK	COLQUITT, GA
592689717	PILOT BANK	TAMPA, FL
580137310	PINELAND BANK	ALMA, GA
592648364	PNB COMMUNITY BANK	NICEVILLE, FL
221146430	PNC BANK, N.A.	WILMINGTON, DE
522126008	POPULAR BANK	NEW YORK, NY
260474086	PRIME MERIDIAN BANK	TALLAHASSEE, FL
580163257	PRIMESOUTH BANK	BLACKSHEAR, GA
262155465	PROFESSIONAL BANK	CORAL GABLES, FL
261740755	PROGRESS BANK AND TRUST	HUNTSVILLE, AL
593244348	RAYMOND JAMES BANK, N.A.	ST. PETERSBURG, FL
630371391	REGIONS BANK	BIRMINGHAM, AL
640220550	RENASANT BANK	TUPELO, MS
610197400	REPUBLIC BANK & TRUST COMPANY	LOUISVILLE, KY
590193820	SEACOAST NATIONAL BANK	STUART, FL
202451671	SERVISFIRST BANK	HOMEWOOD, AL
204091629	SMARTBANK	PIGEON FORGE, TN
592979916	SOUTH STATE BANK, N.A. d/b/a CENTERSTATE BANK	WINTER HAVEN, FL
580214350	SOUTHEASTERN BANK	DARIEN, GA
650878433	SUNSTATE BANK	MIAMI, FL
590580845	SURETY BANK	DELAND, FL
580201800	SYNOVUS BANK	COLUMBUS, GA
010137770	TD BANK, N.A.	WILMINGTON, DE
592532510	TERRABANK	MIAMI, FL
640878155	THE FIRST, A NATIONAL BANKING ASSOCIATION	HATTIESBURG, MS
593531592	TIAA, FSB DBA EVERBANK	JACKSONVILLE, FL
561074313	TRUIST BANK	CHARLOTTE, NC
140578631	TRUSTCO BANK	GLENVILLE, NY
640180810	TRUSTMARK NATIONAL BANK	JACKSON, MS
310841368	U.S. BANK N.A.	CINCINNATI, OH
522371258	U.S. CENTURY BANK	DORAL, FL
630838750	UNITED BANK	ATMORE, AL
580554454	UNITED COMMUNITY BANK	BLAIRSVILLE, GA
590489540	UNITED SOUTHERN BANK	UMATILLA, FL
221186387	VALLEY NATIONAL BANK	PASSAIC, NJ
590500870	WAUCHULA STATE BANK	WAUCHULA, FL
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS, SD
821914784	WINTER PARK NATIONAL BANK	WINTER PARK, FL

Updated September 10, 2020

ATTACHMENT B

Escambia County Sheriff's Office

FYE 9/30/20

**OFFICE OF THE SHERIFF
ESCAMBIA COUNTY, FLORIDA
INVESTMENT POLICAY INTERNAL CONTROLS**

The controls are designed to protect the Sheriff's Office funds and to insure proper accounting and reporting of securities transactions. The controls will included, but are not limited to the following:

1. All securities purchased or sold will be transferred only under "delivery vs. payment" (d.v.p.) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
2. The Chief Financial Officer is authorized to accept on behalf of and in the name of the Escambia County Sheriff's Office, bank trust receipts or confirmation as evidence of actual delivery of the obligation or securities in return for investment of funds.
3. Trust receipts or confirmations will fully describe the various obligation or securities held.
4. The receipt or confirmation will state that the investment is held in the name of the Escambia County Sheriff's Office.
5. Written documentation and/or confirmation of telephone transactions and/or wire transactions will be maintained.
6. There will be adequate separation of duties with clear delegation of authority among personnel handling investment functions.
7. Custodial safekeeping will be properly utilized.
8. Operation review and performance evaluation and reporting, interim and/or annual, will be completed by the Chief Financial Officer.
9. There will be an avoidance of bearer type securities.
10. There will be an avoidance of deliver type securities.
11. There will be specific limitations regarding securities losses and remedial actions will be taken as soon as possible should such losses occur.
12. A wire transfer agreement with the custodial bank outlining the various controls and security provisions for making and receiving wire transfers will be developed.
13. Prohibition of collusion will be developed into such controls.

INVESTMENTS

Escambia County Sheriff's Office

FYE 9/30/19

General Fund Interest Income

At 9/30/20 The Escambia County Sheriff's Office earned for the fiscal year the following amounts :

Oct	\$	38.58
Nov	\$	37.37
Dec	\$	36.17
Jan	\$	37.37
Feb	\$	37.27
Mar	\$	34.86
Apr	\$	37.27
May	\$	36.07
June	\$	37.27
July	\$	24.64
Aug	\$	18.63
Sep	\$	18.63

Total for fiscal year 2020	\$	394.13
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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-18730

Clerk & Comptroller's Report 7.3.

BCC Regular Meeting

Consent

Meeting Date: 10/15/2020

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 September 24, 2020;

B. Approve the Minutes of the Regular Board Meeting held September 24, 2020;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 1, 2020;

D. Approve the Minutes of the two Attorney-Client Sessions held October 1, 2020;

E. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held October 1, 2020; and

F. Approve the Minutes of the Regular Board Meeting held October 1, 2020.

Attachments

20200924 Gary Sansing Public Forum Report

20200924 Regular BCC Meeting Minutes

20201001 Agenda Work Session Report

20201001 Attorney-Client Session Minutes [1 of 2]

20201001 Attorney-Client Session Minutes [2 of 2]

20201001 Gary Sansing Public Forum Report

20201001 Regular BCC Meeting Minutes

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

SEPTEMBER 24, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Report prepared by: Krykyt Fisher

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:

Michael A. Lowery
Brian Wyer

Melissa Pino
Kevin Wade

Ashley Brown

3. Adjournment

Chairman Barry declared the Gary Sansing Public Forum adjourned at 8:54 a.m.

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

SEPTEMBER 24, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Minutes prepared by: Krykyt Fisher

REGULAR BCC AGENDA

1. Call to Order

Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 9:09 a.m.

2. Invocation

Pastor Johnnie Malone of True Worship Baptist Church delivered the invocation.

3. Pledge of Allegiance to the Flag

Commissioner Bender led the Pledge of Allegiance to the Flag.

MINUTES – SEPTEMBER 24, 2020

REGULAR BCC AGENDA – Continued

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

Motion: So moved, the agenda as amended
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Made by: Commissioner Underhill
--

Seconded by: Commissioner Bender

Disposition: Carried unanimously

5. Commissioners' Forum:

A. District 2 – Commissioner Underhill provided comments;

B. District 3 – Commissioner May provided comments;

C. District 1 – Commissioner Bergosh provided comments;

D. District 4 – Commissioner Bender provided comments;

E. District 5 – Commissioner Barry provided comments; and

F. County Administrator Gilley and Public Safety Director Jason Rogers also provided comments.

6. Presentation - Presentation of a Plaque of Appreciation to the Board of County Commissioners by RADM Don Quinn, USN, Ret., from the USS Tripoli Commissioning Committee.

Speaker(s): Don Quinn

7. Written Communication - August 4, 2020, email communication from new owner, Lon Andrew Enkey, requesting interest on the Environmental Code Enforcement Lien be waived.

Recommendation: That the Board review and consider the lien relief request made by Lon Andrew Enkey, new owner of the property, against 922 Rentz Avenue.

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

(Continued on Page 3)

MINUTES – SEPTEMBER 24, 2020

REGULAR BCC AGENDA – Continued

7. Continued...

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

Owner Lon Andrew Enkey is willing to pay the original lien amount if the Board will release the interest amount that has accrued over the years on the original lien amount.

Motion: Move to give him relief for the interest

Made by: Commissioner May

Seconded by: Commissioner Bender

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

8. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for *The Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 21 – September 25, 2020*, as published in the *Pensacola News Journal* on September 19, 2020.

Motion: So moved

Made by: Commissioner Bender

Seconded by: Commissioner Underhill
--

Disposition: Carried unanimously

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 July 2020 returns received in the month of August 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the fiscal year 2020; total collected for the month of July 2020 returns was \$1,837,271.85; this is a 9.39% decrease from July 2019 returns; total collections year to date are 20.43% less than the comparable time frame in Fiscal Year 2019.

(Continued on Page 4)

MINUTES – SEPTEMBER 24, 2020

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1. Continued...

Motion: So moved
For information: Chairman Barry advised that he would entertain a motion for the Clerk's Report.
Made by: Commissioner May
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2020-131] authorizing the write-off of \$3,573.30 of returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

Motion: So moved
For information: Chairman Barry advised that he would entertain a motion for the Clerk's Report.
Made by: Commissioner May
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

3. Recommendation: That the Board approve Records Disposition Document No. 724, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings, for the period of September 1, 2019, through February 29, 2020, in accordance with State Retention Schedule GS1, since the permanent records have been digitally imaged.

Motion: So moved
For information: Chairman Barry advised that he would entertain a motion for the Clerk's Report.
Made by: Commissioner May
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:
 - A. Approve the Minutes of the Special Board Meeting held August 27, 2020;
 - B. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held September 3, 2020;
 - C. Approve the Minutes of the Regular Board Meeting held September 3, 2020;
 - D. Approve the Minutes of the Attorney-Client Session held September 8, 2020; and
 - E. Approve the Minutes of the First Public Hearing of the Board of County Commissioners Regarding the Fiscal Year 2020/2021 County-Wide Budget held September 8, 2020.

Motion: So moved
For information: Chairman Barry advised that he would entertain a motion for the Clerk's Report.
Made by: Commissioner May
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

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

I. FOR ACTION

1. **Recommendation:** That the Board take the following action concerning recording of Preserve at Deer Run, Phase Two, a 109-lot private subdivision located in the Beulah Community, lying west of Beulah Road (State Road 99) and south of Interstate 10. The property is owned and developed by D.R. Horton, Incorporated. 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 “Blacktail Loop,” “James Stovall Street,” “Larry Furr Way,” “Whitetail Lane,” and “Coues Drive”; and
 - C. Authorize the Chairman or Vice Chairman to execute an Access and Utility Easement.

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

MINUTES – SEPTEMBER 24, 2020

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA

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

October 1, 2020

5:45 p.m. - A Public Hearing - Devin Farms Pit Expansion

Summary: Review and approve, modify, or deny the request of a permit for an expansion of a borrow pit located at 4478 Devine Farms Road.

Motion: Move the Consent Agenda
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the Third Amendment to the Pensacola Bay Center Management Services Agreement (Agreement) to add a Guest Experience Plan (Plan) including, among other things, the following key performance indicators (KPI):
 - Tenant food and beverage (F&B) Revenue Per-Cap - to increase overall average spend per person 5% year over year
 - F&B Gross Sales – after installation of point of sale system (POS), to increase F&B gross sales by 10 % the first year, then 4% each year thereafter

Motion: Move the balance
For information: The “balance” refers to Technical/Public Service Consent Agenda items 1 through 8. Item 9 was held for a separate vote.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

Motion: Move the balance
For information: The “balance” refers to Technical/Public Service Consent Agenda items 1 through 8. Item 9 was held for a separate vote.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

3. Recommendation: That the Board approve the Request for Disposition of Property Form for property described and listed, for the reason stated, noting the property is no longer useful to the County and may be auctioned as surplus or disposed of properly.

Motion: Move the balance
For information: The “balance” refers to Technical/Public Service Consent Agenda items 1 through 8. Item 9 was held for a separate vote.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

4. Recommendation: That the Board approve the Request for Disposition of Property Form for the Roads and Bridges Department, for the equipment described and listed on the Request Form, with reason for disposition stated. The Request Form has been signed by all applicable authorities.

Motion: Move the balance
For information: The “balance” refers to Technical/Public Service Consent Agenda items 1 through 8. Item 9 was held for a separate vote.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve the Request for Disposition of Property Form for the Escambia County Property Appraisers Office, for the equipment listed that has outlived its usefulness.

Motion: Move the balance
For information: The “balance” refers to Technical/Public Service Consent Agenda items 1 through 8. Item 9 was held for a separate vote.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

6. Recommendation: That the Board approve the Request for Disposition of Property Form for Extension Services, for property described and listed on the Disposition Form. The listed item has been found to be of no further usefulness to the County, thus, it is requested that said property be auctioned as surplus or disposed of properly.

Motion: Move the balance
For information: The “balance” refers to Technical/Public Service Consent Agenda items 1 through 8. Item 9 was held for a separate vote.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

7. Recommendation: That the Board approve the three Request for Disposition of Property Forms for the Waste Services Department, for property which is described and listed on the Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: Move the balance
For information: The “balance” refers to Technical/Public Service Consent Agenda items 1 through 8. Item 9 was held for a separate vote.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve the two Request for Disposition of Property Forms for the Department of Natural Resources Management, for property which is described and listed on the Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: Move the balance

For information: The “balance” refers to Technical/Public Service Consent Agenda items 1 through 8. Item 9 was held for a separate vote.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

9. Recommendation: That the Board take the following action:
- A. Approve and adopt the 2020 Annual Update to the Escambia County Ten-Year Transit Development Plan (TDP) prepared by the Mass Transit Department, ensuring that Escambia County Area Transit services are eligible for State Transit Block Grant and other transit funding from the Florida Department of Transportation (FDOT); and
- B. Direct the Mass Transit Director to provide copies of the Annual Update to FDOT and other appropriate agencies.

Motion: Move the item in the affirmative

Made by: Commissioner Underhill

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

Speaker(s): Michael Lowery

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Notice of Grant and Agreement Award for the Pensacola Bay Nutrient Reduction Project:
 - A. Accept and approve the Notice of Grant and Agreement Award, Cooperative Agreement of Award No. N1220CPT0010979, between the U.S. Department of Agriculture - Natural Resources Conservation Service Florida State Office and Escambia County, in the amount of \$242,414.90, for the Pensacola Bay Nutrient Reduction Project; and
 - B. Authorize the Chairman or Vice Chairman to sign the Agreement and other future Agreement-related documents, including no cost extensions, pending Legal review and approval, without further action of the Board to complete the Project.

Agency and Funding Information	Grant Amount	Agreement Award Number
U.S. Department of Agriculture		
Fund 118, Gulf Coast Restoration Fund Cost Center to be Determined at the time of Supplemental Budget Amendment	\$242,414.90	N1220CPT0010979

[Funding Source: Fund 118, Gulf Coast Restoration Fund. Cost Center to be determined at the time of Supplement Budget Amendment. NRCS agrees to reimburse 100% of all approved budget period costs incurred, up to and not exceeding total funding of \$242,414.90. No County matching funds are required.]

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning insurance for the Escambia County Jail:
- A. Approve the payment to USI Insurance Services, LLC, for the combined General Liability – Professional Criminal Justice Service Operations insurance policy written through AB Risk (Wholesale Broker) and issued through Public Risk Underwriters of Texas underwritten by QBE Specialty Insurance Company, for a one-month extension effective October 1, 2020, through October 31, 2020, in the amount of \$42,514, with a \$100,000 deductible; and
- B. Approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance policy written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by Certain Underwriters at Lloyd's of London, for a one-month extension effective October 1, 2020, through October 31, 2020, in the amount of \$16,109, with a \$75,000 deductible.

Vendor	Funding	Amount
USI Insurance Services, LLC General Liability –Professional Criminal Justice Service Operations Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$42,514
USI Insurance Services, LLC Professional Liability (Medical Malpractice) Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$16,109

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning flood insurance for specific County facilities:
- A. Approve the issuance of a blanket Purchase Order to American Bankers Insurance Company, effective October 1, 2020, through September 30, 2021, in the amount of \$32,000; and
 - B. Approve the issuance of a blanket Purchase Order to Hartford Fire Insurance Company, effective October 1, 2020, through September 30, 2021, in the amount of \$52,000.

Vendor	Funding	Amount
American Bankers insurance Company	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$32,000
Hartford Fire Insurance Company	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$52,000

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

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

4. Recommendation: That the Board approve the payment to the Florida Municipal Insurance Trust for the Workers’ Compensation Insurance renewal for Escambia County, effective October 1, 2020, through September 30, 2021, in the amount of \$1,234,319, with a \$100,000 per occurrence deductible.

(Continued on Page 14)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued...

The renewal premium represents a \$190,722 decrease from last year's premium.

Vendor	Funding	Amount
Florida Municiple Insurance Trust	Fund 501, Internal Service Fund, Cost Center 140834, Object Code 54501	\$1,234,319

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

Motion: Move that we approve the balance

For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

5. Recommendation: That the Board approve the payment to USI Insurance Services, LLC, for the Business Auto Insurance Policy, written through Preferred Governmental Insurance Trust (PGIT) for Escambia County Area Transit (ECAT), with a \$1,000,000 auto liability limit and statutory personal injury protection, effective October 1, 2020, through September 30, 2021, in the amount of \$98,039 with a \$10,000 deductible.

Vendor	Funding	Amount
USI Insurance Services, LLC	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$98,039

(Continued on Page 15)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued...

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

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

6. Recommendation: That the Board take the following actions concerning General Lines Insurance Agent:

A. Approve the utilization of the second of two possible one-year renewal periods provided for under the Agreement of June 16, 2018, (PD 15-16.039); and

B. Approve the payment to USI Insurance Services, LLC in the amount of \$130,000 in accordance with PD 15-16.039, General Lines Insurance Agent, and the amended Agreement of November 16, 2017, for the period of October 1, 2020, through September 30, 2021.

Vendor	Funding	Amount
USI Insurance Services, LLC	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$130,000

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

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board, for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders in excess of \$25,000, based upon previously awarded contracts, contractual agreements, or annual requirements for the Corrections Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Attenti US, Inc Vendor Number: 010097 Electronic Monitoring Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: \$83,702 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: \$7,595	\$91,297	WSCA-NASPO Contract#00212 as provided for in PD 15-16.017
B.	Drug Free Workplaces, Inc Vendor Number: 042368 Drug Screening Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: \$20,700 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: \$21,600 Fund: 114 (Misdemeanor Probation) Cost Center: 290305 (Residential Probation) Amount: \$250 Fund: 114 (Misdemeanor Probation) Cost Center: 290306 (Pre-Trial Diversion) Amount: \$450	\$43,000	PD 18-19.020

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued...

	Vendor/Contractor	Amount	Contract Number
	Aramark Corporation Vendor Number: 013778 Escambia County Jail Food Service		
C.	Fund: 001 (General) Cost Center: 290401 (Detention) Amount: \$1,407,641 Fund: 114 (Misdemeanor Probation) Cost Center: 290305 (Residential Probation) Amount: \$47,724	\$1,455,365	PD 18-19.111
D.	Baptist Hospital, Inc. Vendor Number: 400239 Emergency Inmate Medical Care Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$840,000	\$840,000	Related to Emergency Inmate Medical Care
E.	Bob Barker Company, Inc. Vendor Number: 020807 Laundry, Cleaning Fund: 001 (General) Cost Center: 290401 (Detention) Amount: \$62,882 Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: \$89,076	\$151,958	PD 18-19.041

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued...

	Vendor/Contractor	Amount	Contract Number
F.	Charles Neely Corp BDA PR Chemical and Paper Supply Vendor Number: 150532 Laundry, Cleaning and Operating Supplies Fund: 001 (General) Cost Center: 290401 (Detention) Amount: \$110,716 Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: \$110,468	\$221,184	PD 18-19.041
G.	Diamond Drugs Vendor Number: 041283 Inmate Pharmacy Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$1,507,536	\$1,507,536	PD 16-17.005
H.	Galls, LLC Vendor Number: 070290 Corrections Department Uniforms Fund: 001 (General) Cost Center: 290401 (Detention) Amount: \$107,144 Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$4,050 Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: \$30,544	\$141,738	PD 18-19.048

(Continued on Page 19)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued...

	Vendor/Contractor	Amount	Contract Number
I.	George Smith Vendor Number: 071238 Part-Time Physician Services; Inmate Medical Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$105,600	\$105,600	PD 17-18.034
J.	Locumtenens Holdings, LLC/Locumtenens.com, LLC Vendor Number: 422395 Psychiatric Services; Inmate Medical Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$220,800	\$220,800	PD 17-18.003
K.	Renal Care Group of the Southeast Vendor Number: 420520 Inmate Dialysis Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$96,000	\$96,000	Related to Emergency Inmate Medical Care
L.	Sacred Heart Health Systems Vendor Number: 421701 Emergency Inmate Medical Care and Lab Testing Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$458,955	\$458,955	Related to Emergency Inmate Medical Care
M.	Walton County Sheriff's Office Vendor Number: 230384 Inmate Care and Custody Fund: 001 (General) Cost Center: 290401 (Detention) Amount: \$2,176,200 Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$40,000	\$2,216,200	Agreement BCC Approved 07/06/2017 Amended 5/21/2020 to extend to 7/9/21

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued...

	Vendor/Contractor	Amount	Contract Number
N.	The Merchants Company Vendor Number: 132992 Food Service Supplies; Escambia County Work Annex Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: \$85,000 Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 Amount: \$5,000	\$90,000	PD 16-17.024
O.	Sysco Gulf Coast, Inc. Vendor Number: 196366 Food Service Supplies; Escambia County Work Annex Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: \$55,000	\$55,000	PD 16-17.024
P.	Charm-Tex, Inc. Vendor Number: 422063 Inmate Care and Custody Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: \$25,000	\$25,000	PD 18-19.041

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued...

	Vendor/Contractor	Amount	Contract Number
Q.	Copy Products Company/CPC Office Technologies Vendor Number: 425634 Copier Rentals Fund: 001 (General) Cost Center: 290401 (Detention) Amount: \$42,687	\$42,687	PD18-19.101
R.	Office Depot Inc Acct #29876592 Vendor Number: 150112 Office Supplies/Program Supplies Fund: 001 (General) Cost Center: 290401 (Detention) Amount: \$30,000 Fund 111: (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: \$3,500	\$33,500	Omnia Partners City of Tamarac Contract #19-12R
S.	Quill Corporation Vendor Number: 180125 Office Supplies Fund: 001 (General) Cost Center: 290401 (Detention/Jail Commissary) Amount: \$30,000	\$30,000	Blanket Purchase Order

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued...

	Vendor/Contractor	Amount	Contract Number
T.	Tech Care X-Ray LLC Vendor Number: 200746 Inmate X-Ray Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$49,200	\$49,200	Related to Emergency Inmate Medical Care
U.	Medline Industries Inc Vendor Number: 420204 Medical Supplies Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: \$36,000	\$36,000	#MMS2000161
V.	Escambia County School Board Vendor Number: 051507 Inmate Welding Program Fund 111: (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: \$32,830	\$32,830	Memorandum of Understanding
W.	Dynamic Security, Inc. Vendor Number: 196295 Security Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: \$30,480	\$30,480	PD 15-16.051

(Continued on Page 23)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued...

	Vendor/Contractor	Amount	Contract Number
X.	Supreme Paper Supplies Inc. Vendor Number: 196295 Office Supplies Work Annex Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: \$31,500	\$31,500	Blanket Purchase Order

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Melissa Pino

8. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order, in excess of \$25,000, adding funds to pay the health claims through the end of the fiscal year:

Department:	Human Resources
Division	Benefits
Type	Addition
Amount	\$3,100,000
Vendor	Florida Blue
Purchase Order	200784
Change Order	1
Original Award Amount	\$22,700,000
Cumulative Amount of Change Orders Through This Change Order:	\$3,100,000
New Purchase Order Total	\$25,800,000

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53401]

(Continued on Page 24)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Continued...

An increase to the purchase order of \$3.1 million is needed to fund remaining anticipated insurance expenses for the fiscal year. There is a budget balance of \$700,000 remaining in the account leaving a budget shortfall of \$2.4 million which has been requested on the subsequent SBA agenda item.

The County has incurred unprecedented claims costs for the year 2020. In addition to the unanticipated COVID related costs, for March through June there were eighteen claimants that accounted for \$1,839,206 in claims which is 22.1% of the total claims cost. A number of these claims are acute one-time claimants and several of them have predictive costs. There has been a significant increase in drug utilization since last year, with Cancer and Diabetes being the primary conditions driving the pharmacy costs. During the first four months of the fiscal year, the number of specialty drug claims increased 42%, from 81 claims to 115 claims. As a result, specialty drug costs increased 66% from \$441,000 to \$735,000. Additionally, the claims for the month of July were high due to the resumption of elective surgeries. The amount requested for this change order is to cover the 2020 projected costs.

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board adopt the Resolution [R2020-132] approving Supplemental Budget Amendment #211, to fund the increase requested on the Agenda Item related to Purchase Order 200784 to Florida Blue. This amendment will increase the budget by \$2,407,000 to cover the health insurance costs. The total increase to the purchase order is \$3.1 million to fund remaining anticipated insurance expenses for the fiscal year. There is a budget balance of \$700,000 remaining in the health insurance expense account leaving a budget shortfall of \$2.4 million. The increased expense will be covered by pharmacy rebates of \$703,000 collected during Fiscal Year 2020, and an additional allocation of health insurance expense to BCC departments of \$1,704,000. Projected Fiscal Year personnel savings are sufficient to cover this allocation of health insurance expense.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
501	Internal Service Fund	341245	BC/BS Rebate	703,000
501	Internal Service Fund	341206	SFF Employee Group Health	1,704,000
Total				\$2,407,000

Fund Number	Cost Ctr. No.	Cost Center Title	Account Code	Account Title	Amount
501	150108	Health	53401	Other Contractual Services	703,000
501	150108	Health	53401	Other Contractual Services	1,704,000
Total					\$2,407,000

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve and authorize the Chairman to sign the Low Income Pool Letter of Agreement between Escambia County Board of County Commissioners on behalf of Escambia Community Clinics, Inc. (ECC), d/b/a Community Health Northwest Florida, Inc., and the State of Florida, Agency for Health Care Administration, allowing the ECC to participate in the Agency for Health Care Administration's Low Income Pool, in an amount not to exceed \$414,750.

The Letter of Agreement will allow the ECC, to participate in the Agency for Health Care Administration's (AHCA) Low Income Pool, which will provide matching funds to ECC for the costs of uncompensated charity care for low-income individuals who are uninsured. The County will send AHCA \$414,750, and AHCA will return to ECC a total of \$613,465.

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

11. Recommendation: That the Board approve and authorize the following Change Order #3 to Blue Arbor adding funds to continue staffing services for the rest of the Fiscal Year.

Department:	Library Services
Type of Change Order:	Addition
Change Amount:	\$44,000
Vendor:	Blue Arbor
Project Name:	N/A
Contract:	PD 14-15.041
Purchase Order #:	200206
Change Order #:	3
Original Award Amount:	\$310,000
Cumulative Amount of COs through this Change Order:	\$44,000
New PO Total:	\$274,000

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued...

[Funding Source: Fund 113, Library Fund, Cost Center 110501, \$44,000]

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

12. Recommendation: That the Board, for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual purchase orders in excess of \$25,000, based upon previously awarded contracts, contractual agreements, or annual requirements for the Library Services Department as follows:

Vendor/Contractor	Amount	Amount	Contract Number
A.	American Facility Services Vendor Number: 012106 Facility Cleaning Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations- Contractual Services) Amount: \$60,000	\$60,000	PD 17-18.014
B.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations- Contractual Services) Amount: \$350,000	\$350,000	PD 14-15.041

(Continued on Page 28)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued...

Vendor/Contractor	Amount	Amount	Contract Number
C.	Dynamic Security Services, Inc. Vendor Number: 010368 Facility Security Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations- Contractual Services) Amount: \$42,000	\$42,000	PD 15-16.051
D.	Brodart Vendor Number: 025970 Library Materials Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Amount: \$400,000	\$400,000	55101500- ACS-17-1
E.	Midwest Tape Vendor Number: 133307 Library Materials Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Amount: \$200,000	\$200,000	55101500- ACS-17-1
F.	The Library Corp Vendor Number: 420005 Fund: 113 (Library Fund) Cost Center: 110503 (Information Systems-Repairs & Maintenance) Amount: \$36,000	\$36,000	

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued...

Vendor/Contractor	Amount	Amount	Contract Number
G.	Amazon.com Vendor Number: V0000007 Fund: 113 (Library Fund) Cost Center: 110501/110502 54601 \$2000.00 (Cost Center 110502/ Maintenance-Repairs & Maintenance) 55201 \$37,000.00 (Cost Center 110501/ Operations-Operating Supplies) 55401 \$30.00 (Cost Center 110501/ Operations-Book/Publ/Subscript/Membr) Amount: \$39,030	\$39,030	
H.	Proquest LP Vendor Number: 030294 Fund: 113 (Library Fund) Cost Center: 110501 (Operations-Book/Publ/Subscript/Memb) Amount: \$27,000	\$27,000	
I.	Panhandle Library Access Network Vendor Number: 420117 Fund: 113 (Library Fund) Cost Center: 110501 (Operations-Book/Publ/Subscript/Memb) Amount: \$50,000	\$50,000	
J.	OCLC Vendor Number: 150081 Fund: 113 (Library Fund) Cost Center: 110501 (Operations-Book/Publ/Subscript/Memb) Amount: \$32,500	\$32,500	

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued...

Motion: Move that we approve the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15 th BCC meeting and item 36 was amended to remove B from the related purchase orders.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

13. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, for the Fiscal Year 2020-2021, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Waste Services Department as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Auto, Truck & Industrial Parts & Supply, Inc. Vendor Number: 015006 Lubrication Products, Anti-freeze and Brake Fluid Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$50,000	PD 18.19.038 BCC 06-20-19 Renewal BCC 07-02-20
B.	Beard Equipment Company Vendor Number: 022300 Proprietary parts and repairs for John Deere Equipment Fund: 401 Solid Waste Fund Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$50,000	Original Equipment Manufacturer (OEM)

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

	Vendor/Contractor	Amount	Contract Number
C.	Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 401 Solid Waste Fund Cost Center: 230301 (Administration) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$238,490	PD 17-18.055 BCC 08-02-18; Renewal BCC 08-15-19 Renewal BCC 08-06-20 Exp: 08-16-21
D.	Howell's Truck & Giant Tire SVC, Inc. Vendor Number: 410406 Repairs and Maintenance Fund: 401 Solid Waste Fund Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$135,000	State Contract 25172500-WSCA-15-ACS
E.	CSG Forte Payments, Inc. Vendor Number: 425811 Credit Card Processing Fees Fund: 401 Solid Waste Fund Cost Center: 230314 (Operations)	\$50,000	Annual allocation to pay credit card processing fees for transactions at Perdido Landfill
F.	D&D Welding & Design, Inc. Vendor Number: 040138 Fund: 401 Solid Waste Fund Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$105,000	Annual allocation for repairs/maintenance of walking floor trailers

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

	Vendor/Contractor	Amount	Contract Number
G.	Gulf City Body & Trailer Works, Inc. Vendor Number: 072460 Fund: 401 Solid Waste Fund Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$30,000	Annual allocation for repairs/maintenance of walking floor trailers
H.	Gulf Coast Environmental Contractors, Inc. Vendor Number: 072500 Repairs and Maintenance Large Machine Mowing Perdido Landfill Fund: 401 Solid Waste Fund Cost Center: 230314 (Operations)	\$70,000	PD 17-18.051 Renewal BCC: 10-03-19 2nd Renewal Pending
I.	LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance For Gas to Energy System Fund: 401 Solid Waste Fund Cost Center: 230308 (Gas to Energy)	\$100,000	PD 07-08.111 5YR Operations & Maintenance Agreement Extended by BCC 05-15-14
J.	Little Tire Hauling Vendor Number: 121162 Tire Recycling and Disposal Services Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling)	\$75,000	PD 18-19.108 BCC Approved 11-07-19

(Continued on Page 33)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

	Vendor/Contractor	Amount	Contract Number
K.	Perma Fix of Florida, Inc. Vendor Number: 422111 Other Contractual Services Collection and Disposal Household Hazardous Waste Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling)	\$200,000	PD 18-19.010 BCC 02-07-19 Renewal BCC 05-07-20
L.	SETCO, Inc. Vendor Number: V0000393 Solid Rubber Tires for 966 Loaders Fund: 401 Solid Waste Fund Cost Center: 230307 (Transfer Station)	\$88,000	FL Sheriff's Assoc FSA 19-TRS21.0 06/03/19 - 02/28/22
M.	Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals Fund: 401 Solid Waste Fund Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Landfill)	\$710,000	Original Equipment Manufacturer (OEM)

(Continued on Page 34)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

	Vendor/Contractor	Amount	Contract Number
N.	Ward International Vendor Number: 230582 Proprietary Parts/Repairs for International Vehicles Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$65,000	Original Equipment Manufacturer (OEM)
O.	Ziel Scale Vendor Number: 250185 Repair/Maintenance of Scales Fund: 401 Solid Waste Fund Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$40,000	PD 18-19.112 BCC Approved 12-05-19

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

	Vendor/Contractor	Amount	Contract Number
P.	<p>Award Purchase Orders for Continuing Professional Services - Environmental Compliance; Sanitary Engineers (\$100,000 per vendor)</p> <p>Fund 401 Solid Waste Fund Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Landfill)</p> <p>1. Jones Edmunds & Associates, Inc. Vendor Number: 100699 2. HDR Engineering Inc Vendor Number: 080064 3. Geosyntec Consultants Vendor Number: 071236 4. Stearns, Conrad & Schmidt Consulting Vendor Number: 190025 5. Innovative Waste Consulting Services, LLC Vendor Number: 090676</p>	\$500,000	PD 02-03.79

(Continued on Page 36)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

	Vendor/Contractor	Amount	Contract Number
Q.	General Paving and Drainage Contract Paving and Drainage Projects Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Landfill) 1. Allsouth Construction Services, LLC Vendor Number: 420550 2. B&W Utilities, Inc. Vendor Number: 420661 3. Chavers Construction, Inc. Vendor Number: 032335 4. Gulf Atlantic Constructors, Inc. Vendor Number: 843895 5. Gulf Marine Construction, Inc. Vendor Number: 072896 6. Heaton Brothers Construction Company, Inc. Vendor Number: 081314 7. J. Miller Construction, Inc. Vendor Number: 133404 8. Midsouth Paving, Inc. Vendor Number: 133305 9. Panhandle Grading & Paving, Inc. Vendor Number: 160114 10. Principle Properties, Inc. Vendor Number: 420785 11. Roads, Inc. of NWF Vendor Number: 182328 12. Site and Utility, LLC Vendor Number: 420683 13. Utility Service Company, Inc. Vendor Number: 211593	\$600,000	PD 16-17.081 BCC 11-30-17; Renewed 12-01-18 BCC 12-06-18 Renewed 12-01-19 BCC 12-05-19

(Continued on Page 37)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

	Vendor/Contractor	Amount	Contract Number
R.	Roadway Materials Pricing Agreement Fund: 401 Solid Waste Fund Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Landfill) 1. Roads, Inc. of NWF Vendor Number: 182328 2. Panhandle Grading and Paving, Inc. Vendor Number: 160114 3. Midsouth Paving, Inc. Vendor Number: 133305	\$350,000	PD 17-18.096 BCC 11-01-18 Renewal BCC 02-20-20

[Funding: Funds are available in the Fiscal Year 2020/2021 Budget under Solid Waste Fund 401, in the following Cost Centers: 230301- Administration; 230304 – Environmental Quality; 230306 – Recycling; 230307-SW Transfer Station; 230308 - Landfill Gas to Energy; 230309 – SW Closed Landfills; 230314 – SW Operations; 230315 – Projects; and 230316 – Saufley Landfill]

Motion: Commissioner Bender advised that Commissioner Barry's comments below were his motion.

For information: Commissioner Barry advised that Bridgestone America DBA Southern Tire Mart would be removed from items 13 and 14. He further advised that Dave Howell Tires would replace Southern Tire Mart in item 13; the money that was previously allocated to Southern Tire Mart would be allocated to Dave Howell Tires in item 13 and added to the funding allocation for Dave Howell Tires in item 14. Replacement recommendations reflecting these changes were distributed.

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, for Fiscal Year 2020-2021, based on previously awarded Contracts, Contractual Agreements, or Annual Maintenance Requirements for the Public Works Department. A list of proposed Purchase Orders is provided.

CONTRACTOR	AMOUNT	CONTRACT #
Steadham Enterprises DBA A-1 Small Engines Small Engine Replacement Fund 175, Cost Center 260102, 55201 & 260205, 55201 (Road Maintenance & Holding Ponds)	\$40,000	
ATI NAPA (Vendor #015006) Oil/grease and lubricant Fund 175, Cost Center 260102, 55201 (Road Maintenance)	\$100,000	PD 18-19.038
American Concrete Supply, Inc. (Vendor #011899) Concrete Fund 175, Cost Center 260102, 55301 (Road Maintenance)	\$50,000	
Marshall Baron Investments, Inc. (Vendor #013789) DBA Arcadia Culvert Metal Pipe Fund 175, Cost Center 260102, 55301 (Road Maintenance)	\$75,000	
Cemex, Inc. (Vendor #031489) Concrete Fund 175, Cost Center 260102, 55301 (Road Maintenance)	\$50,000	
Ferguson Enterprises, Inc. (Vendor #060880) a/k/a/ Ferguson Mill Supply Polyethylene Pipe, Construction Materials Fund 175, Cost Center 260102, 55301 & 260205, 55201 (Road Maintenance & Holding Ponds)	\$75,000	
Gulf Coast Industrial Svc Supply Co (Vendor #421791) Hand Tools, Safety Products, Materials Fund 175, Cost Center 260102, 55201 (Road Maintenance)	\$35,000	

(Continued on Page 39)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

CONTRACTOR	AMOUNT	CONTRACT #
Gulf Coast Traffic Engineers, Inc. (Vendor #072898) Sign & Barricades Fund 175, Cost Center 260106, 55201 (Sign Maintenance)	\$50,000	
Martin Marietta Materials, Inc. (Vendor #131502) Road Aggregate Materials Fund 175, Cost Center 260102, 55301 & 260205, 55201 (Road Maintenance & Holding Ponds)	\$30,000	
Panhandle Grading & Paving (Vendor #160114) Road Construction Material Fund 175, Cost Center 260102, 55301 (Road Maintenance)	\$30,000	PD17-18.096
Roads & Equipment, LLC (Vendor #422503) Asphalt Tack Fund 175, Cost Center 260102, 55301 (Road Maintenance)	\$35,000	
Roads, Inc. of NWF (Vendor #182328) Asphalt Fund 175, Cost Center 260102, 55301 (Road Maintenance)	\$200,000	PD 17-18.096
Sterling Tree Service, Inc. (Vendor #195409) Hazardous Tree Removal Fund 175, Cost Center 260102, 55201 (Road Maintenance)	\$35,000	
Unifirst Corporation (Vendor #210127) Uniform Rentals Fund 175, Cost Center 260102, 55201 (Road Maintenance)	\$35,000	PD 17-18.064
Vulcan Signs (Vendor #220810) Sign Maintenance Fund 175, Cost Center 260106, 55201 (Sign Maintenance)	\$75,000	

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

CONTRACTOR	AMOUNT	CONTRACT #
Woerner Landscape Source, Inc. (Vendor #233840) Sod & Pins Fund 175, Cost Center 260102, 55301 & 260205, 55201 (Road Maintenance & Holding Ponds)	\$50,000	
American Facilities (Vendor #012106) Custodial Services Fund 001, Cost Center 260107, 53401 (SRI Public Works)	\$50,000	PD 17-18.014
Beard Equipment Company (Vendor #022300) Heavy Equipment Parts Fund 001, Cost Center 260107, 54601 (SRI Public Works)	\$40,000	
Blue Arbor, Inc. (Vendor #023818) Temporary Labor Services Fund 001, Cost Center 260107, 53401 (SRI Public Works)	\$250,000	
Charles Neely Corp. (Vendor #150532) DBA PR Chemical & Paper Supply Fund 001, Cost Center 260107, 55201 (SRI Public Works)	\$150,000	PD 18-19.041
McPherson Companies, Inc. (Vendor #130667) Gasoline & Diesel Fuel Fund 001, Cost Center 260107, 55204 (SRI Public Works)	\$150,000	
Compu-Graphix of Pensacola, Inc. (Vendor #034379) Signage Fund 001, Cost Center 260107, 55201 (SRI Public Works)	\$30,000	
Lowes Home Centers, Inc. (Vendor #121301) Plumbing, Electrical, Landscaping Parts Fund 001, Cost Center 260107, 55201 (SRI Public Works)	\$30,000	

(Continued on Page 41)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

CONTRACTOR	AMOUNT	CONTRACT #
Containers, Inc. (Vendor #034560) Porta-let Rentals Fund 001, Cost Center 260107, 55201 (SRI Public Works)	\$75,000	
Southern Energy Company, Inc. (Vendor #034871) Gasoline and Diesel Fuel Fund 501, Cost Center 260206, 55204 (Fuel Distribution)	\$6,500,000	PD 19-20.079
Spanco, Inc. (Vendor #194650) Parts & Repair Fuel Systems Fund 501, Cost Center 260206, 54601 (Fuel Distribution)	\$30,000	
Sync-Tech Systems, Inc. (Vendor #426540) Fuel Keys Fund 501, Cost Center 260206, 54601 (Fuel Distribution)	\$30,000	
Team BG & Associates LMA, Inc. (Vendor #422613) Fuel Conditioner Fund 501, Cost Center 260206, 55201 (Fuel Distribution)	\$30,000	
Steadham Enterprises (Vendor #010105) DBA A-1 Small Engines Small Engine Parts Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$110,000	Proprietary Parts, Small Engine Equipment
ATI NAPA (Vendor #015006) Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$100,000	
ATI Traction (Vendor #203005) Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$100,000	

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

CONTRACTOR	AMOUNT	CONTRACT #
Beard Equipment Company (Vendor #022300) Heavy Equipment Parts Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$100,000	Proprietary Parts, John Deere Equipment
Coastal Machinery Co Inc. (Vendor #033753) Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$50,000	
Gulf Coast Truck & Equipment Co. (Vendor #072900) Heavy Truck Parts/Supplies Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$100,000	Proprietary Parts, Mack Brand Trucks
Hendrix Service Corp. (Vendor #410409) Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$35,000	
Howell's Truck & Giant Tire Svc, Inc. (Vendor #410406) Light and Heavy Equipment Tires Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$200,000	State Contract 25172500-WSCA- 15-ACS
Network Fleet, Inc. (Vendor #420510) GPS Hardware, Installation and Monitoring System Fund 175, Cost Center 260201, 55201 & 53401 (Fleet Maintenance)	\$225,000	GS-07F-5559R
O'Reilly Automotive Store Inc. (Vendor #150249) Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$50,000	
Parts Pro Inc. (Vendor #040307) Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$50,000	

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

CONTRACTOR	AMOUNT	CONTRACT #
Samson Equipment Company Inc. (Vendor #190712) Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$40,000	Proprietary Parts, Sweeper & Jet Vac Equip
Smith Tractor Company Inc. (Vendor #193592) Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$50,000	Proprietary Parts, John Deere Equipment
Thompson Tractor Co., Inc. (Vendor #010781) Heavy Equipment Parts (CAT) Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$100,000	Proprietary Parts, Caterpillar Equipment
Tractor & Equipment Co., Inc. (Vendor #202301) Heavy Equipment Parts Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$150,000	Proprietary Parts, Komatsu Equipment
Key Ford, LLC (Vendor #233900) DBA World Ford of Pensacola Parts, Supplies, Repair, Maintenance Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	\$50,000	Proprietary Parts, Ford Trucks
G & S Holdings LLC (Vendor #050992) DBA Empire Truck Sales Inc Parts, Supplies, Repair, Maintenance Fund 143, Cost Center 330206, 54601 (Fire Services)	\$125,000	Proprietary Parts, Freightliner Trucks
Howell's Truck & Giant Tire Svc, Inc. (Vendor #410406) Light and Heavy Equipment Tires Fund 143, Cost Center 330206, 54601 (Fire Services)	\$150,000	State Contract 25172500- WSCA- 15-ACS

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

CONTRACTOR	AMOUNT	CONTRACT #
Knowles on Site Repair Inc (Vendor #423016) Fire Truck Parts, Supplies, Repair, Maintenance Fund 143, Cost Center 330206, 54601 (Fire Services)	\$120,000	Proprietary Parts Fire Trucks
Sunbelt Fire Inc. (Vendor #195886) Fire Truck Parts, Supplies & Repair Fund 143, Cost Center 330206, 54601 (Fire Services)	\$200,000	Proprietary Parts, Fire Truck Equipment
Key Ford LLC (Vendor #233900) DBA World Ford of Pensacola Parts, Supplies, Repair, Maintenance Fund 143, Cost Center 330206, 54601 (Fires Services)	\$50,000	Proprietary Parts, Ford Trucks
Halcore Group Inc (Vendor #416682) DBA Horton Emergency Vehicles Ambulance Parts, Supplies, Repair, Maintenance Fund 408, Cost Center 330302, 54601 (Emergency Medical Services)	\$50,000	Proprietary Parts, Ambulance Equipment
Howell's Truck & Giant Tire Svc, Inc. (Vendor #410406) Light and Heavy Equipment Tires Fund 408, Cost Center 330302, 54601 (Emergency Medical Services)	\$150,000	State Contract 25172500- WSCA- 15-ACS
Pete Moore Chevrolet (Vendor #134701) Heavy Truck Parts/Supplies Fund 408, Cost Center 330302, 54601 (Emergency Medical Services)	\$50,000	Proprietary Parts, Chevrolet Trucks
Ward International Trucks of FL, LLC (Vendor #230580) Ambulance Parts, Supplies & Repair Fund 408, Cost Center 330302, 54601 (Emergency Medical Services)	\$400,000	Proprietary Parts, Ambulance Equipment

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

CONTRACTOR	AMOUNT	CONTRACT #
Key Ford, LLC (Vendor #233900) DBA World Ford of Pensacola Parts, Supplies, Repair, Maintenance Fund 408, Cost Center 330302, 54601 (Emergency Medical Services)	\$50,000	Proprietary Parts. Ford Trucks

Motion: Commissioner Bender advised that Commissioner Barry's comments below were his motion.

For information: Commissioner Barry advised that Bridgestone America DBA Southern Tire Mart would be removed from items 13 and 14. He further advised that Dave Howell Tires would replace Southern Tire Mart in item 13; the money that was previously allocated to Southern Tire Mart would be allocated to Dave Howell Tires in item 13 and added to the funding allocation for Dave Howell Tires in item 14. Replacement recommendations reflecting these changes were distributed.

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

15. Recommendation: That the Board, for the Fiscal Year 2020-2021, approve the issuance of an individual Purchase Order, in excess of \$25,000, for the Extension Services Department to fund a contract part-time Program Assistant for 12 months. The Escambia County 4-H Foundation, Inc., provides the funding for this position and no County funds will be expended.

Vendor	Amount	Contract Number	Purpose
Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 001 (General) Cost Center: 220201 (Extension)	\$33,197.00	PD 17-18.055	Provide 12 months Temporary Labor Services in the form of 4-H Program Assistant. Funds provided by Escambia County 4-H Foundation, Inc. No County funds expended.

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued...

Motion: Move that we approve the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15 th BCC meeting and item 36 was amended to remove B from the related purchase orders.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

16. Recommendation: That the Board adopt the Resolution [R2020-133] authorizing the write-off of \$9,128,254.86 in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts for patient claims dating **September 22, 2011 - July, 1, 2020**. Of the 17,854 claims, 4,700 are from patients with multiple dates of service.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for 17,854 claims that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, and private pay processing pre-collection letter(s).

Payer	Number of Claims	Total Write -Off Amount	Description
Medically Needy	1,772	1,107,269.29	Recipients who must pay out of pocket a certain dollar amount before qualifying for Medicaid Insurance
Medicaid QI1/ SLMB	493	82,210.79	Has income that does not exceed 100% of the federal poverty level and do not qualify for any additional benefits therefore resulting in a deductible or coinsurance payment
Self-Pay	15,589	7,938,774.78	No Insurance and/or remaining co-payments
Total	17,854	9,128,254.86	

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued...

All means of in-house collection have been exhausted and it has been determined that these accounts are truly uncollectible, and any further action on behalf of EMS Billing would be unproductive. The process includes reporting an adverse credit rating that could provide additional leverage for the Collection Agency to attempt collection on these accounts. Each patient has received three invoices prior to receiving their notice of pre-collection letter. Each account will be referred to the secondary collection agency in which the outstanding balance will be listed as an outstanding debt with all three credit reporting agencies.

Motion: Move the item in the affirmative
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Melissa Pino

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

- A. Authorize the use of the Houston-Galveston Area Council (HGAC) Cooperative Agreement - Professional Ambulance Sales & Services - Public Service - 18-00479; and
- B. Award and authorize the County Administrator to sign a Purchase Order, in excess of \$25,0000, for Four Remounts to Halcore Group, Inc., in the total amount of \$923,688. The quoted cost of remounting an older box to a new chassis is quoted at \$230,922 per truck, with a savings of \$72,253 per truck as compared to the purchase of a new ambulance.

Vendor	Amount	Contract/Description
Halcore Group Inc., DBA Horton Emergency Vehicles Vendor Number: 416682 (4) Ambulance Remounts Fund: 353 (LOST IV) Cost Center: 330434	\$923,688	HGAC- AM10-18

[Funding: Fund 353, LOST IV, Cost Center 330434, Public Safety, Expense Account 56401, Machinery & Equipment, Project 19PS0729]

(Continued on Page 48)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued...

Motion: Move that we approve the balance For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15 th BCC meeting and item 36 was amended to remove B from the related purchase orders.
Made by: Commissioner Bergosh Seconded by: Commissioner May
Disposition: Carried unanimously

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

- A. Authorize the County to utilize the NASPO (National Association of State Procurement Officials) Valuepoint Contract 06913, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 44-46, Application; Exemptions; and Section 46-64, Board approval; and
- B. Award and authorize the County Administrator to sign a Purchase Order for the purchase of radio equipment for the Public Safety/Water Safety Department of Escambia County, Florida, to Motorola Solutions, Inc., in the amount of \$23,454.70.

Vendor	Funding	Amount	Contract Number
Motorola Solutions, Inc. Vendor Number: 135001	Fund 353, LOST IV; Cost Center 330434, Public Safety Cap Project; Object Code 56401, Machinery & Equipment Project: 20PS1294	\$23,454.70	NASPO/Valuepoint 06913

Motion: Move that we approve the balance For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15 th BCC meeting and item 36 was amended to remove B from the related purchase orders.
Made by: Commissioner Bergosh Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #1 to Air Power Services, Inc., adding funds for the biannual maintenance inspections for the remainder of the fiscal year for the Fire Department:

Department:	Public Safety
Division:	Fire Department
Type:	Addition
Amount:	\$6,766
Vendor:	Air Power Services, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200248
Change Order #:	1
Original Award Amount:	\$19,000
Change Order #1	\$6,766
Total:	\$25,766

The additional funds are needed to close out the Purchase Order, as the services have already been performed.

[Funding Source: Fund 143, Fire Rescue, Cost Center 330206, Fire Services]

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board take the following action regarding the Fiscal Year 2020/2021 Workers' Compensation Renewal for the Escambia County Fire Department:

- A. Approve the Worker's Compensation Renewal, WC FL1 0174001 20-18, in the amount of \$28,282, for the period of October 1, 2020 - September 30, 2021, payable to USI Insurance Services, LLC;
- B. Authorize Mark Bartlett, Risk Manager, to execute the Quote; and
- C. Authorize the issuance of a Fiscal Year 2020/2021 Purchase Order to USI Insurance Services. LLC.

Vendor	Amount	Contract Number
USI Insurance Services, LLC Vendor Number: 422228 Insurance Agency Fund: 143 (Fire Services) Cost Center: 330206 Expense Account: 54501	\$28,282	PD 15-16.039

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

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

21. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, for the Fiscal Year 2020-2021, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Public Safety Department as follows:

(Continued on Page 51)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

	Vendor Contractor	Amount	Contract Number
A.	Blue Arbor Staff & Employee Screening, Inc. Vendor Number: 023818 Employee Services Fund: 408 Emergency Medical Services Cost Center: 330603 (EMS Billing)	\$30,000	PD 17-18.055 Renewed 08-20-20
B	Bound Tree Medical, LLC Vendor Number: 025153 Medical Supplies Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS) Fund: 110 Grants Cost Center: 330305 (Care Act)	\$40,000	PD 14-15.083 Renewed 5/7/20
C	McKesson Medical-Surgical Gov, LLC Vendor Number: 330302 (EMS) Medical Supplies Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS) Fund: 110 Grants Cost Center: 330305 (Care Act)	\$75,000	State of Florida Medical Supplies 42000000-18-ACS
D	Henry Schein, Inc. Vendor Number: 131760 Medical Supplies Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS) Fund: 110 Grants Cost Center: 330305 (Care Act)	\$230,000	State of Florida Medical Supplies 42000000-18-ACS

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

	Vendor Contractor	Amount	Contract Number
E.	Teleflex Medical Incorporated Vendor Number: 425904 Medical Supplies Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS)	\$100,000	Blanket Purchase Order Preferred Vendor
F.	Cardinal Health, Inc. Vendor Number: 030976 Pharmaceutical / Medical Supplies Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS)	\$100,000	Blanket Purchase Order Preferred Vendor
G.	Quadmed, Inc. Vendor Number: 180077 Medical Supplies Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS) Fund: 110 Grants Cost Center: 330305 (Care Act)	\$100,000	Blanket Purchase Order Preferred Vendor
H.	Stryker Sales Corporation Vendor Number: 195684 Powerload System Maintenance Agreement Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS)	\$103,634	Original Equipment Manufacturer

(Continued on Page 53)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

	Vendor Contractor	Amount	Contract Number
I.	Galls, Inc. Vendor Number: 070290 Uniforms Fund: 001 General Fund Cost Center: 330402 (EM) Cost Center: 330403 (Communications) Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS)	\$85,000	PD 18-19.048
J.	Galls, Inc. Vendor Number: 070290 Uniforms Fund: 143 Fire Department Cost Center: 330206 (Fire Rescue)	\$90,000	PD 18-19.048
K.	Infor Public Sector, Inc. Vendor Number: 090615 Dispatch Software Fund: 143 Fire Department Cost Center: 330206 (Fire Rescue) Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS) Fund: 001 General Fund Cost Center: 330403 (Communications)	\$64,591	Original Equipment Manufacturer Maintenance Renewal
L.	Southern Light, LLC Vendor Number: 193781 911 Network Fund: 145 E-911 Cost Center: 330404 (E911)	\$48,000	PD 18-19.044 expires 8/2024

(Continued on Page 54)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

	Vendor Contractor	Amount	Contract Number
M.	City of Pensacola Vendor Number: 406544 Reimbursement 911 Call Takers Fund: 145 E-911 Cost Center: 330404 (E911)	\$246,000	Agreement with Automatic Renewal, as amended. Approved by the BCC 1/23/96
N.	AT & T Vendor Number: 010542 911 Phone Lines Fund:145 E-911 Cost Center: 330404 (E911)	\$184,000	Annual Support Service for Original Equipment
O.	Motorola Solutions Inc. Vendor Number: 135001 Radio System Fund: 001 General Fund Cost Center: 330403 (Communications) Fund 353 LOST IV Cost Center: 330434 (Capital Projects)	\$910,123	BCC Approved 8/20/20
P.	Motorola Solutions, Inc. Vendor Number: 135001 Vesta P25 System Fund: 145 E911 Cost Center: 330404 (E911)	\$126,000	PD 18-19.043
Q.	Dist BD of Trustees Pens State College Vendor Number: 162818 Paramedic School Fund: 408 Emergency Medical Services Cost Center:330302 (EMS)	\$30,000	Blanket Purchase Order Preferred Vendor

(Continued on Page 55)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

Motion: Move that we approve the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15 th BCC meeting and item 36 was amended to remove B from the related purchase orders.
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously

22. Recommendation: That the Board, for the Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts, Contractual Agreements, and/or annual maintenance and repair requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services	\$179,096	PD 17-18.055
	Fund: 001 (General) Cost Center: 310202 (Facilities		
	Management/Custodial)		
	Amount: \$135,000		
	Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$44,096		

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued...

	Vendor/Contractor	Amount	Contract Number
B.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Buildings (Custodial Services Contract is currently out for bid, this will cover custodial services until a Notice to Proceed is issued for the new Contract.) Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$150,000 Fund: 501 (Internal Service) Cost Center: 150112 (Employee Health Clinic/Custodial) Amount: \$5,000	\$155,000	PD 17-18.014
C.	Republic Services, Inc. Vendor Number: 420244 Contract Refuse and Recycling Dumpster Services Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$188,000 Fund: 501 (Internal Service) Cost Center: 150112 (Employee Health Clinic/Maintenance) Amount: \$2,200 Fund: 113 (Library Fund) Cost Center: 110502 (Library Maintenance) Amount: \$12,750	\$202,950	PD 16-17.074

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued...

	Vendor/Contractor	Amount	Contract Number
D.	W. W. Grainger, Inc. Vendor Number: 072015 Blanket Purchase Order for Repair and Maintenance Parts and Services Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$60,000	\$60,000	Blanket Purchase Order Sourcewell Cooperative 121218-WWG
E.	Engineered Cooling Services, Inc. Vendor Number: 051168 Contract Central Energy Plant Maintenance Services Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$145,800 Fund: 113 (Library Fund) Cost Center: 110502 (Library Maintenance) Amount: \$13,920	\$159,720	PD 17-18.089
F.	Otis Elevator Company Vendor Number: 150400 Contract Elevator Maintenance Services & Repairs Outside of Contract Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$47,300 Fund: 113 (Library Fund) Cost Center: 110502 (Library Maintenance) Amount: \$2,920	\$50,220	PD 17-18.091

(Continued on Page 58)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued...

	Vendor/Contractor	Amount	Contract Number
G.	Baker Distributors Company, LLC Vendor Number: 020514 Blanket Purchase Order for Repair and Maintenance Parts and Services Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$25,000	\$25,000	Blanket Purchase Order
H.	Coastal Generator, Inc. Vendor Number: 033751 Preventative Maintenance Service Contract and Repairs Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$53,350	\$53,350	PD 18-19.087
I.	Lynn A. Berky, Inc. DBA Johnstone Supply Vendor Number: 100312 Blanket Purchase Order for Repair and Maintenance Parts and Services Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$30,000 Fund: 113 (Library Fund) Cost Center: 110502 (Library Maintenance) Amount: \$3,000	\$33,000	Blanket Purchase Order

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued...

	Vendor/Contractor	Amount	Contract Number
J.	Lott Enterprises DBA Pure Air Filter Sales & Services Vendor Number: 121296 Blanket Purchase Order Filters Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$30,000 Fund: 113 (Library Fund) Cost Center: 110502 (Library Maintenance) Amount: \$4,500	\$34,500	PD 16-17.029
K.	Lowes Home Centers Inc. Vendor Number: 121301 Blanket Purchase Order for Repair and Maintenance Parts and Services Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$57,000 Fund: 113 (Library Fund) Cost Center: 110502 (Library Maintenance) Amount: \$3,000	\$60,000	Blanket Purchase Order OMNIA Cooperative R192006

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued...

	Vendor/Contractor	Amount	Contract Number
L.	Mathes Electric Supply Co. Inc. Vendor Number: 131725 Blanket Purchase Order for Repair and Maintenance Parts and Services Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$35,000 Fund: 113 (Library Fund) Cost Center: 110502 (Library Maintenance) Amount: \$3,000	\$38,000	Blanket Purchase Order
M.	Pensacola Winsupply Co., Inc. Vendor Number: 163255 Blanket Purchase Order for Repair and Maintenance Parts and Services Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$50,000 Fund: 113 (Library Fund) Cost Center: 110502 (Library Maintenance) Amount: \$2,000	\$52,000	Blanket Purchase Order
N.	Dees Paper Co., Inc. Vendor Number: 040515 Blanket Purchase Order Custodial Supplies & Equipment Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$36,000	\$36,000	Blanket Purchase Order Corrections PD 18-19.041

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued...

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

23. Recommendation: That the Board approve and authorize the County Administrator to sign a Purchase Order to EW Bullock, for the "Mask Up, Escambia!" Public Health Campaign media planning and buying, in the amount of \$171,280.78, with \$8,750 of the total allocated to EW Bullock for 5% agency fees.

EW Bullock will pay \$162,530.78 to the media outlets outlined in the invoice/backup documentation. EW Bullock negotiated, planned, gathered artwork specifications, and purchased the media buy to help expedite the delivery of the campaign.

[Funding: COVID-19 FEMA, 110201-54901]

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board, for the Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon current and previously awarded Contracts, Contractual Agreements, or annual requirements for the Information Technology Department.

	VENDOR/CONTRACTOR	FUND	COST CENTER	OBJECT CODE	AMOUNT	CONTRACT NUMBER
A	BeyondTrust Corporation	001	270102	54601	\$2,683.66	Quote
	Vendor # 421226					Q-328650-1
	Remote Licensing/Pams	001	270102	54601	\$10,366.37	Quote
	Support					Q-328648-1
B	Blue Arbor Inc	001	270102	53401	\$11,211.68	PD 17-18.055
	Vendor # 023818					Term
	Temporary Labor Services					8/17/2020
						8/16/2021
C	Cellco Partnership	001	110101	54101	\$11,000.00	Contract:
	Vendor # 220218	001	110302	54101	\$2,800.00	GS-35F-0119P
	Cellular/MIFI/Laptop/	113	110501	54101	\$5,200.00	Contract Exp
	Modem services	113	110502	54101	\$1,150.00	12/2/2023
	for Escambia County	001	110601	54101	\$3,168.00	
		001	120101	54101	\$600.00	Contract:
		001	130101	54101	\$600.00	DMS-10/11-008C
		001	140201	54101	\$543.00	
		167	140301	54101	\$1,000.00	
		001	140701	54101	\$970.00	
		501	140838	54101	\$3,310.00	
		001	150101	54101	\$576.00	
		175	211101	54101	\$1,000.00	
		175	211201	54101	\$12,000.00	
		175	211602	54101	\$18,000.00	
		001	220100	54101	\$3,000.00	
		103	220110	54101	\$18,000.00	
		001	220701	54101	\$4,700.00	
		108	220805	54101	\$1,400.00	
		001	220901	54101	\$1,100.00	

(Continued on Page 63)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued...

VENDOR/CONTRACTOR	FUND	COST CENTER	OBJECT CODE	AMOUNT	CONTRACT NUMBER
	001	221001	54101	\$3,700.00	
	401	230301	54101	\$4,500.00	
	401	230304	54101	\$3,000.00	
	401	230306	54101	\$2,800.00	
	401	230307	54101	\$500.00	
	401	230314	54101	\$5,500.00	
	001	240201	54101	\$3,000.00	
	116	240302	54101	\$4,000.00	
	001	240401	54101	\$1,768.00	
	406	250111	54101	\$18,300.00	
	001	250202	54101	\$5,700.00	
	001	250207	54101	\$19,000.00	
	175	260101	54101	\$70,000.00	
	001	260107	54101	\$6,000.00	
	001	270103	54101	\$18,000.00	
	175	290202	54101	\$13,584.00	
	114	290301	54101	\$1,435.00	
	114	290305	54101	\$1,807.00	
	001	290307	54101	\$1,397.00	
	001	290401	54101	\$24,012.00	
	001	290402	54101	\$5,049.00	
	001	310101	54101	\$4,500.00	
	001	310202	54101	\$2,500.00	
	001	310203	54101	\$26,000.00	
	104	320408	54101	\$12,000.00	
	143	330206	54101	\$48,000.00	
	408	330302	54101	\$40,000.00	
	001	330402	54101	\$5,000.00	
	001	330403	54101	\$3,000.00	
	001	330801	54101	\$2,800.00	
	001	350220	54101	\$3,100.00	
	001	350226	54101	\$6,500.00	

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued...

VENDOR/CONTRACTOR	FUND	COST CENTER	OBJECT CODE	AMOUNT	CONTRACT NUMBER
	001	350232	54101	\$2,500.00	
	001	350237	54101	\$1,338.00	
	001	370101	54101	\$3,943.32	
	151	370110	54101	\$1,731.60	
	129	370236	54101	\$1,154.40	
	001	380201	54101	\$2,300.00	
D CPC Office	001	270102	54601	\$1,800.00	Contract
Vendor # 425634					awaiting Board Approval
Information Technology Copier					
E Cox Communications	001	110101	54101	\$11,640.36	Agreement
Vendor # 423771	001	110302	54101		8/31/2020
Television Cable Devices	101	150105	54101		60 Month Term
for Escambia County	501	150111	54101		
	175	211101	54101		
	143	330206	54101		State of Florida
	408	330302	54101		Contract
	001	330402	54101		44000000-NASPO-19-ACS
	001	380201	54101		Valid
	001	110601	54101		3/9/2020
	001	550101	54101		12/31/2021
	101	370105	54101		
F Infor Public	001	270102	54601	\$2,959.22	Invoice
Vendor # 090615					P-6094-US06A
Informer Report Writer					Renewal
					10/1/2020
					9/30/2021

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued...

	VENDOR/CONTRACTOR	FUND	COST CENTER	OBJECT CODE	AMOUNT	CONTRACT NUMBER
G	SHI International	001	270102	54601	\$31,588.18	Quote
	Vendor # 193696					19255767
	Service Desk/Networking/ Infrastructure /Administrative					
	Software Renewal					
H	SHI International	001	270102	54601	\$561,250.98	Quote
	Vendor # 193696					19240921
	Microsoft Enterprise Agreement					Agreement
	Volume Licensing					01E73902
I	Smart Cop	001	270102	54601	\$67,810.00	Invoice
	Vendor # 193560					MN2000746
	Jail Inmate Records Management System					
J	South Central Planning	001	270102	54601	\$24,000.00	Quote in back up
	Vendor # 424032					
	Mobile Application					
K	NetScout Systems Inc	001	270102	54601	\$5,181.00	Quote
	Vendor # 422505					1095341
	Master care Support					
	WIFI Analyzer /					Renewal
	Network Analysis					10/16/2020
						10/15/2021

(Continued on Page 66)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued...

	VENDOR/CONTRACTOR	FUND	COST CENTER	OBJECT CODE	AMOUNT	CONTRACT NUMBER
L	Staples Advantage	001	270102	55101	\$500.00	Contract
	Vendor # V0000101					010615-SCC
	Office Supplies					
						Contract
						44111513-17-01
						4/18/2017
						4/17/2022
M	Southern Light/Uniti	001	270103	54101	\$240,000.00	Opp#: Opp-197444
	Vendor # 193781					Opp-197633
	Network Connectivity					

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order, in excess of \$25,000, to add funds to the Blue Arbor, Inc., PO 200920:

Department:	Human Resources
Division:	Benefits
Type:	Addition
Amount:	\$3,504
Vendor:	Blue Arbor, Inc.
Contract:	PD 17-18.055
Purchase Order:	200920
Change Order:	4
Original Award Amount:	\$10,000
Change Order #1:	\$10,500
*Change Order #2:	Transfer remaining balance from Cost Center 150101 to 150107
Change Order #3:	\$4,000
Cumulative Amount of Change Orders through this Change Order:	\$18,004
New Purchase Order Total:	\$28,004

[Funding Source: Fund 501, Cost Center 150107, Object Code 53401]

*Please note that for Change Order 2, the funds were transferred but never added to the Purchase Order.

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Emerald Coast Constructors, Inc., per the terms and conditions of PD 19-20.085, Sheriff's Office Restroom Renovation, in the amount of \$348,000.

Vendor/Contractor	Funding	Amount	Contract Number
Emerald Coast Constructors, Inc.	Fund 353, LOST IV, Cost Center 540113, Sheriff Cap Projects, Object Code: 56201, Project 19SH0709	\$348,000	PD 19-20.085

This project is located in District 3.

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

27. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Cougar Oil, Inc., per the terms and conditions of PD 19-20.079, Diesel and Gasoline Fuel Delivery, in the amount of \$4,500,000.

The Indefinite Quantity, Indefinite Delivery Contract to Cougar Oil, Inc., is based on the pricing provided and shall extend for a period of one year with the option to extend for two additional 12 month periods, up to a maximum 36 months.

Vendor/Contractor	Funding	Amount	Contract Number
Cougar Oil, Inc.	Fund 501, Internal Service Fund Cost Center 260206, Fuel Distribution, Object Code 55204, Fuel	\$4,500,000	PD 19-20.079

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Continued...

Motion: Move that we approve the balance For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15 th BCC meeting and item 36 was amended to remove B from the related purchase orders.
Made by: Commissioner Bergosh Seconded by: Commissioner May Disposition: Carried unanimously

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

- A. Authorize the use of Sourcewell (formerly NJPA) Agreement 120617-KOH for this purchase, which provides the County with a 30% discount from the suggested retail price; and
- B. Award and authorize the County Administrator to sign a Purchase Order, in excess of \$25,000, to TAW Power Systems, Inc., in the amount of \$91,816.71, for one Kohler Generator Model 175REOZT4 EPA Certified Diesel Generator Set.

Vendor	Funding	Amount
TAW Power Systems, Inc.	Fund 352, Lost III; Cost Center 110267, Public Facilities and Projects; Object Code 56401, Machinery & Equipment; Project Number 17PF3753	\$91,816.71

Motion: Move that we approve the balance For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15 th BCC meeting and item 36 was amended to remove B from the related purchase orders.
Made by: Commissioner Bergosh Seconded by: Commissioner May Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

- A. Approve the second of two possible renewal periods, effective October 1, 2020, to Coastal Reef Builders, Inc., per the terms and conditions of PD 17-18.072, for the dredging of Lafitte Cove Canal, in the amount not-to-exceed \$65,000; and
- B. Authorize the County Administrator to sign all related documents.

Vendor	Funding	Amount	Contract Number
Coastal Reef Builders, Inc.	Fund 175, Transportation Trust Fund; Cost Center 211602, Engineering/Infrastructure; Object Code 54601, Repairs and Maintenance	\$65,000	PD 17-18.072

The County receives a reimbursement of \$65,000 annually from the Santa Rosa Island Authority for the routine maintenance dredging of the entrance of Lafitte Cove Canal.

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

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

- A. Authorize the use of the County's current Agreement, PD 18-19.101 Corrections Copiers, to be the basis for a new, stand-alone Lease Agreement with Copy Products Company d/b/a CPC Office Technologies, for a copier, supplies and maintenance for a period of 60 months, at a monthly lease amount of \$105.44, with the cost of copies being billed at \$0.0059 per page for black & white, and \$0.04 per page for color copies. The department is estimating that they will spend approximately \$150.00 per month - total - for the cost of the lease and the cost of copies. The total estimated cost of the lease is \$6,326.40; and

(Continued on Page 71)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Continued...

B. Authorize the County Administrator to sign the documents related to this lease.

Vendor	Funding	Amount
Copy Products Company d/b/a CPC Office Technologies	Fund 001, General Fund; Cost Center 270102, Information Systems; Object 54601, Repairs & Maintenance Services	\$6,326.40

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

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

A. Authorize the use of the County's current Agreement, PD 18-19.101 Corrections Copiers, to be the basis for a new Lease Agreement with Copy Products Company d/b/a CPC Office Technologies, for two copiers, supplies, and maintenance, for a period of 60 months, at a monthly lease amount of \$148.96, with the cost of copies being billed at \$0.059 per page for black and white copies. These units do not allow for color copies. The estimated total cost of the lease for both units is \$8,937.60; and

B. Authorize the County Administrator to sign the documents related to this lease.

(Continued on Page 72)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

31. Continued...

Vendor	Funding	Amount	Total
Copy Products Company d/b/a CPC Office Technologies	Fund 001, General Fund; Cost Center 290307, Pre- Trial Release; Object Code 54401, Rentals & Leases	\$4,468.80	\$8,937.60
	Fund 114, Misdemeanor Probation; Cost Center 290306, Pre- Trial Diversion; Object Code 54401, Rentals & Leases	\$4,468.80	

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

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

- A. Award an Indefinite Quantity, Indefinite Delivery, Multiple Award Contract for PD 19-20.076, Temporary Medical Staffing for Escambia County Corrections, for a term of 36 months, with the option for two additional 12-month renewal periods for a total of 60 possible months, at an estimated annual cost of \$40,000; and
- B. Authorize the County Administrator to sign the related documents between Escambia County and the following contractors:
 - ICG Medical USA, Inc.;
 - Jaykay Services, Inc. d/b/a Jaykay Medical Staffing;
 - Maxim Healthcare Services, Inc.; and
 - Staff Today, Inc.

(Continued on Page 73)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued...

This Solicitation was submitted via Vendor Registry to 134 Registrants representing 102 Firms. The notice was viewed by 56 firms and downloaded by 41. Nine responses were received.

Vendors	Funding	Amount	Contract Number
<ul style="list-style-type: none">• ICG Medical USA, Inc.• Jaykay Services, Inc. d/b/a Jaykay Medical Staffing• Maxim Healthcare Services, Inc.• Staff Today, Inc.	Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 53101, Professional Services	\$40,000	PD 19-20.076

The initial award of this Contract does not guarantee the issuance of any Purchase Orders. The prices included in each Agreement will be used to determine the lowest cost, however, Purchase Orders shall be issued based on responsiveness to the Department's needs and the quality of care provided.

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

33. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order, in excess of \$25,000, adding funds to pay the Clinic premiums until the end of the fiscal year:

Department:	Human Resources
Division	Benefits
Type	Addition
Amount	\$30,000
Vendor	Occupational Health Centers of the Southwest P.A.
Purchase Order	200739
Change Order	1
Original Award Amount	\$765,000
Cumulative Amount of Change Orders Through This Change Order:	\$30,000
New Purchase Order Total	\$795,000

[Funding Source: 501, Internal Service Fund, Cost Center 150112, Object Code 53101]

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

34. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order, in excess of \$25,000, adding funds for Administrative Fees for the County’s Self-Funded Health Insurance Plan:

(Continued on Page 75)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued...

Department:	Human Resources
Division	Benefits
Type	Addition
Amount	\$68,000
Vendor	Florida Blue
Purchase Order	200673
Change Order	1
Original Award Amount	\$1,057,540
Cumulative Amount of Change Orders Through This Change Order:	\$68,000
New Purchase Order Total	\$1,125,540

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

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

35. Recommendation: That the Board takes the following action concerning the County’s Group Medical Insurance:

- A. Approve the employee and retiree health insurance premiums for the Plan Year 2021;
- B. Authorize a deposit of \$630 into the Health Saving Account (HSA) for employees who have elected this Plan. This will assist the employee in paying the higher deductible and the administrative fees;
- C. Authorize the Health Care Opt-Out Program (\$200 a month) to remain the same as Plan Year 2020 and eliminate the dental discount; and

(Continued on Page 76)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

35. Continued...

D. Authorize changes for Plan Year 2021.

The cost of the County's health claims is trending at \$25,300,000. The first seven months of 2020 are running at 109.2% of the total budget. There are several factors driving the increase in claims costs, i.e. March through June, there were eighteen claimants that accounted for \$1,839,206 in claims which is 22.1% of the total claims cost; in July claims experience was extraordinarily high resulting in approximately \$2.4M in claims for the month; and throughout the year, specialty drugs increased in cost by 66%.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Codes 53401 and 54501]

Motion: Move that we approve the balance

For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

36. Recommendation: That the Board approve the issuance of individual Purchase Orders, in excess of \$25,000, for Fiscal Year 2020-2021, based upon previously awarded Contracts and/or Agreements, as follows:

A.	Gentry and Associates, LLC Vendor Number: 071229 State Lobbyist Contract, PD 17-18.052 Fund: 001 Cost Center: 110201/53101 BCC Approved: July 5, 2018	\$60,000
B.	Alcalde and Fay LTD, Inc. Vendor Number: 010368 Federal Lobbyist Contract, PD 16-17.038 Fund: 001 Cost center: 110201/53101 BCC Approved: July 18, 2017	\$82,000

(Continued on Page 77)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

C.	Dynamic Security Services, Inc. Vendor Number: 042841 Security Services, PD 15-16.051 Fund: 001 Cost Center: 110201/53401 BBC Approved: August 14, 2016, October 5, 2017, and September 20, 2018	\$90,000
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Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

37. Recommendation: That the Board ratify the award made by the County Administrator on September 20, 2020, to award to three firms for Hurricane Sally Debris Hauling, per the terms and conditions of PD 18-19.027, Debris Hauling Services as follows:

Zone 1 – Ashbritt, Inc., in the amount of \$12,534,566.71;

Zone 2 – Panhandle Grading & Paving, Inc., in the amount of \$12,220,703.51; and

Zone 3 – Roads, Inc. of NWF, in the amount of \$12,221,525.44.

[Funding: Fund 112, Disaster Recovery Fund, pending federal assistance and reimbursement; Contract Number: PD 18-19.027]

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

- A. Approve and authorize the County Administrator to sign the Amendment to the Agreement for Consulting Services (PD 17-18.007) between Escambia County and Thompson Consulting Services, LLC, extending the term of the agreement to June 18, 2021; and
- B. Ratify the Award of the Amendment to the Agreement for Consulting Services (PD 17-18.007) between Escambia County and Thompson Consulting Services, LLC, in the amount of \$7,395,419.13, for services related to Hurricane Sally.

Vendor/Contractor	Funding	Amount	Contract Number
Thompson Consulting Services	Fund 112, Disaster Recovery Fund, pending Federal assistance and reimbursement	\$7,395,419.13	PD 17-18.007

Motion: Move that we approve the balance

For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

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

- A. Authorize the use of the Sourcewell Purchasing Agreement Contract Number 032119-CAT, as bid by Caterpillar, Inc.;
- B. Approve and authorize the County Administrator to execute the Rental Quotation with Thompson Tractor, Co., and any other related documents necessary for the rental, not to exceed five months, of one (1) New Caterpillar D8T Waste Arrangement Track-Type Dozer, with guaranteed purchase at the end of the five month rental period; 100% of paid rental to be applied at conversion; and

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

39. Continued...

- C. Approve and authorize the County Administrator to sign a Purchase Order in excess of \$25,000, for one (1) New Caterpillar D8T Waste Arrangement Track-Type Dozer, or Approved Equivalent, to Thompson Tractor Company, Inc., in the amount of \$799,261, utilizing the Rental Quotation Purchase Agreement, with rental not to exceed five months, and guaranteed purchase at the end of the five month rental period; 100% of paid rental to be applied at conversion.

Note: The County Attorney's Office has requested that the Board be advised of the following provision in the Rental Quotation, Terms and Conditions of Lease:

20. Arbitration and Waiver of Jury Trial

Vendor	Funding	Amount	Contract Number
Thompson Tractor, Inc.	Fund 401, Solid Waste Fund; Cost Center 230314, SW Operations Object Code 56401, Machinery & Equipment	\$799,261	Sourcewell 032119-CAT

Motion: Move that we approve the balance

For information: The "balance" refers to Budget/Finance Consent Agenda items 1 through 39, with the exception of items 7, 13, 14, and 16, which were held for separate votes. Item 24 was amended to drop E from the recommendation and bring that back to the October 15th BCC meeting and item 36 was amended to remove B from the related purchase orders.

Made by: Commissioner Bergosh

Seconded by: Commissioner May

Disposition: Carried unanimously

III. FOR DISCUSSION

1. Recommendation: That the Board approve, by super-majority vote, or deny the following action regarding the purchase of real properties located at 1703 North "Q" Street (approximately 0.67 acres more or less) and 2307 West Mallory Street (approximately 0.19 acres more or less) from New Birth Baptist Church of Pensacola, Inc., for the West Moreno and "R" Street Drainage Project:

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MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued...

- A. Approve the counter-offer of \$50,000, which is above appraised value, from New Birth Baptist Church of Pensacola, Inc., for the following parcels of real property:

Parcel ID	Property Owner	Property Address	Acreage	Appraised Value	Counter Offer
17-2S-30-1300-110-019	New Birth Baptist Church of Pensacola, Inc.	1703 North "Q" Street	0.67	\$38,200	\$50,000
17-2S-30-1300-050-019	New Birth Baptist Church of Pensacola, Inc.	2307 West Mallory Street	0.19	\$11,000	

- B. Approve the Contract for Sale and Purchase, subject to Legal review and sign-off, for the acquisition of the real properties located at 1703 North "Q" Street (approximately 0.67 acres more or less) and 2307 West Mallory Street (approximately 0.19 acres more or less) for \$50,000; and
- C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of these properties without further action of the Board (if the purchases are approved).

Funding Source:

Fund #	LOST	Cost Center	Object Code #	Project
353	IV	# 210106	56101	#19EN0473

These properties are located in Commission District 3.

Motion: Move it

For information: Commissioner Barry clarified that the motion was for A, B, and C

Made by: Commissioner May

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board discuss the Escambia CARES Act Plan update including the following topics:
 1. Implementation plan of the Business Assistance Grant including eligibility requirements and required documentation;
 2. Assistance for implementing Grant programs; and
 3. The funding balance for CARES Programs in the initial allocation of \$14,321,324.

Motion: Move that we put another \$1,000,000 over [from the Business allocation] in the Family [allocation]

For information: The Board agreed on amounts of \$9,580,331 for the Family Allocation and \$7,580,331 for the Business Allocation. The Board discussed and expressed support for creating another pot for individuals and families with different criteria.

Made by: Commissioner May

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

For information: The Board agreed that they were comfortable with the level of funding for Rapid Testing.

Speaker(s): Melissa Pino

Motion: So moved

For information: Chairman Barry advised that he would entertain a motion for approval for Health and Hope, Council on Aging, and Pensacola Caring Hearts, which will be included upon receiving receipts. The Board discussed the Broadband Services Survey and its expedited procurement, Feeding the Gulf Coast, and allocating \$300,000 to be used for WIFI hardware equipment at Community Centers and various parks throughout the City and County. The Board agreed to carry the \$3.5 million amount over to the encumbrance line for Escambia Serves.

Made by: Commissioner May

Seconded by: Commissioner Bender

Disposition: Carried 3-0, with Commissioner Underhill temporarily out of Board Chambers and Commissioner Bergosh abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers

(Continued on Page 82)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Continued...

Motion: Commissioner May advised that Commissioner Barry's comments were his motion.

For information: Chairman Barry advised that he would entertain a motion for \$3.5 million gross, \$2.3 million for Escambia County EMS salaries, \$47,000 for the Pods, \$286,669.99 for Escambia County Paid COVID-19 Leave, and an amount to be determined for the City of Pensacola Paid COVID-19 Leave [as related to Public Health and Safety].

Made by: Commissioner May

Seconded by: Commissioner Bender

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

Motion: Move additional \$1.5 million over, to include the City as a recipient of the CARES funding

For information: Commissioner Barry clarified that the motion would increase the allocation to \$2 million, leaving a cushion in the line of approximately \$800,000. This allocation included the \$500,000 for Visit Pensacola and roughly \$700,000 in other line items for the General Government section of funding.

Made by: Commissioner Bender

Seconded by: Commissioner Underhill

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

Motion: So moved

For information: Chairman Barry asked that the motion for the FEMA reimbursement section be to move the \$378,530 over, and to pay the line items for Escambia County, the Clerk of Court, and the Escambia County Property Appraiser and to leave the rest as a cushion.

Made by: Commissioner Bender

Seconded by: Commissioner May

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

Motion: I'll move it

For information: Chairman Barry asked that the motion for the COVID Oversight be to move \$125,000 over gross, pay the \$24,560 and \$2,500 additional for Integrity, up to \$80,000 for the Escambia County Temp Employees for application review and communications for internal use, which will leave a cushion.

Made by: Commissioner May

Seconded by: Commissioner Underhill

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

(Continued on Page 83)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Continued...

FOR INFORMATION: More detailed information on the Escambia County CARES Act Grant Funds can be found in the backup for this item and is referenced in Supplemental Budget Amendment # 217-revised, Resolution R2020-126.

3. Recommendation: That the Board discuss and approve the renewal 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 **or** 24 months effective October 1, 2020, per the terms and conditions approved by the Board August 17, 2017.

A. Option 1

- Approve 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 **\$2,875,740**, based on a total of 84,000 trips, with 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.
- Previously for Year 4, the trip rate was predicated on averaging 84,000 trips on an annual basis. ITL Solutions has proposed approximately 99,000 trips annually, this would be the cap under the contract terms.
- Additional trips over 84,000 are currently not budgeted under the Mass Transit Department Cost Center Fund 104. Florida Commission for the Transportation Disadvantaged (TD) trips are funded with state grants. Excess TD trips are prohibited to be funded using American with Disabilities Act or other FTA federal funding sources.
- On the 10th of every month, the contractor will be required to meet with County staff to review all monthly maintenance invoices, trips invoiced, and the driver trip manifests from the previous month. Both parties will agree and resolve any concerns by the 20th of each the month.

(Continued on Page 84)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued...

A. Continued...

- Staff to include the Option 1 terms and conditions into the Amendment of PD 16-17.068, Re-Solicit Operator for Paratransit Services, between Escambia County and Innovative Transport & Logistics Solutions, LLC, to be effective October 1, 2020.

Vendor/Contractor	Funding	Amount	Contract Number
Innovative Transport & Logistics Solutions, LLC	Fund 104, Mass Transit, Cost Center 320406, Object Code 53405/53416	\$2,875,740 (84,000 trips)	PD 16-17.068

OR

B. Option 2

- Amend the contract for PD 16-17.068, Re-Solicit Operator for Paratransit Services, between Escambia County and Innovative Transport & Logistics Solutions, LLC, approved by the Board August 17, 2017, for a term of 24 months effective October 1, 2020, with the following amended terms and conditions:

Year 4

- Per Trip rate, which includes a minimum living Wage of \$11.23 for all employees, Ambulatory trip rate of \$35.04 (proposed by ITL Solutions), Wheelchair trip rate of \$43.82 based on a total of 84,000 trips; In the amount of **\$3,127,740** 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.
- Previously for Year 4, the trip rate was predicated on averaging 84,000 trips on an annual basis. ITL Solutions has proposed approximately 99,000 trips annually, this would be the cap under the contract terms.

(Continued on Page 85)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued...

B. Continued...

- Per Trip rate, which includes a minimum living Wage of \$11.23 for all employees, Ambulatory trip rate of \$35.04 (proposed by ITL Solutions), Wheelchair trip rate of \$43.82 based on a cap of 99,000 trips; In the amount of **\$3,686,265** based on 75% Ambulatory trips and 25% Wheelchair trips.
- Additional trips over 84,000 are currently not budgeted under the Mass Transit Department Cost Center Fund 104. Florida Commission for the Transportation Disadvantaged (TD) trips are funded with state grants. Excess TD trips are prohibited to be funded using American with Disabilities Act or other FTA federal funding sources.
- Excess trips over 84,000 will require an alternative funding source. Request the Board to approve to fund the estimated budget shortfall from **\$299,628.00** to **\$858,153** from the General Fund for the PD 16-17.068 Year 4 additional trips and \$4 rate increase.
- Amend Section 2.6 of PD 16-17.068 to adequately reflect the County's and contractor's responsibilities for the eligibility application process. Contractor ITL Solutions, LLC provided application eligibility services under Section 2.6 of PD 16-17.068 for a period of 21 months starting October 1, 2017 ending on June 30, 2019. ECAT Staff assumed those duties beginning July 1, 2019.
- Contractor ITL Solutions, LLC has agreed to write off \$146,536.61 in eligibility application salaries and expenses, contingent if Escambia County writes off the outstanding maintenance invoices for the period of April 2019 to August 2020, which currently totals \$225,134.51. The amount is currently scheduled to be written off by the Clerk's Office.
- On the 10th of every month, the contractor will be required to meet with County staff to review all monthly maintenance invoices, trips invoiced, and the driver trip manifests from the previous month. Both parties will agree and resolve any concerns by the 20th of each the month.
- Staff to include the Option 2 terms and conditions into the Amendment of PD 16-17.068, Re-Solicit Operator for Paratransit Services, between Escambia County and Innovative Transport & Logistics Solutions, LLC, to be effective October 1, 2020.

(Continued on Page 86)

MINUTES – SEPTEMBER 24, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued...

B. Continued...

Vendor/Contractor	Funding	Amount	Contract Number
Innovative Transport & Logistics Solutions, LLC	Fund 104, Mass Transit, Cost Center 320406, Object Code 53405/53416	\$3,127,740 (84,000 trips) Or \$3,686,265 (99,000 trips)	PD 16-17.068

Motion: Option 2 with a proposed rate \$2.50 over the current rate and 99,000 trips a year

For information: The Board discussed a wage increase and that this was integral to the approval of this item.

Made by: Commissioner Bender

Seconded by: Commissioner Underhill

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

Speaker(s): Michael Lowery and Harold Griffin, Jr.

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 R2020-123, R2020-124, R2020-125, R2020-126, R2020-127; and
- B. Ratification of Escambia County Emergency Orders EO 20-10, EO 20-11, EO 20-12, EO 20-13, EO 20-14;
- C. Ratification of Natural Disaster Cooperative Agreement between The Humane Society and Escambia County Board of County Commissioners; and

(Continued on Page 87)

MINUTES – SEPTEMBER 24, 2020

COUNTY ATTORNEY’S REPORT – Continued

I. FOR ACTION – Continued

1. Continued...

D. Extension of Escambia County State of Local Emergencies.

Motion: Move the County Attorney’s Report in its entirety, as presented
For Information: County Attorney Rogers advised that in item 1, Resolution R2020-126 was amended with action taken by the Board in CAR III-2 relating to CARES; the Permit Fee Waiver, EO-14, was included in item 1 per Board direction; item 2 was dropped as the meeting was held on Tuesday, September 22, 2020; item 3 was revised to change the meeting to October 1, 2020, at 3:15 p.m. This action adopted R2020-134 and R2020-135.

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

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

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

- A. Authorize the scheduling of a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.011(8), Florida Statutes, for Tuesday, September 22, 2020 at 4:45 p.m.; and
- B. Authorize the public notice printed below that will be published in the *Pensacola News Journal* on Saturday, September 19, 2020.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of David Bear v. Escambia County Board of County Commissioners; and Douglas Underhill, Case No. 2019 CA 002004, Escambia County Circuit Court, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 4:45 p.m. on September 22, 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 P. Rogers, and Lloyd, Gray, Whitehead & Monford, P.C. Attorney Gregory K. Rettig, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

(Continued on Page 88)

MINUTES – SEPTEMBER 24, 2020

COUNTY ATTORNEY’S REPORT – Continued

I. FOR ACTION – Continued

2. Continued...

Motion: Move the County Attorney’s Report in its entirety, as presented
For Information: County Attorney Rogers advised that in item 1, Resolution R2020-126 was amended with action taken by the Board in CAR III-2 relating to CARES; the Permit Fee Waiver, EO-14, was included in item 1 per Board direction; item 2 was dropped as the meeting was held on Tuesday, September 22, 2020; item 3 was revised to change the meeting to October 1, 2020, at 3:15 p.m.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh having left the meeting.

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

- A. Authorize the scheduling of a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.011(8), Florida Statutes, for October 1, 2020 at 3:15 p.m.; and
- B. Authorize the public notice printed below that will be published in the *Pensacola News Journal* on Saturday, September 26, 2020.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the cases of Andrea N. Minyard, M.D. v. Escambia County, Santa Rosa County, Walton County, Okaloosa County, et al, Case No. 3:20-00034-TKW/HTC and Andrea N. Minyard, M.D. v. Escambia County, Florida v. Gulf Coast Autopsy Physicians, P.A., Case No. 2018 CA 000780, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 3:15 p.m. on October 1, 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 P. Rogers, Deputy County Attorney Charles V. Peppler, and Lydecker/Diaz Attorney Katie Gudaitis, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

(Continued on Page 89)

MINUTES – SEPTEMBER 24, 2020

COUNTY ATTORNEY’S REPORT – Continued

I. FOR ACTION – Continued

3. Continued...

Motion: Move the County Attorney’s Report in its entirety, as presented
For Information: County Attorney Rogers advised that in item 1, Resolution R2020-126 was amended with action taken by the Board in CAR III-2 relating to CARES; the Permit Fee Waiver, EO-14, was included in item 1 per Board direction; item 2 was dropped as the meeting was held on Tuesday, September 22, 2020; item 3 was revised to change the meeting to October 1, 2020, at 3:15 p.m.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh having left the meeting.

4. Recommendation: That the Board take the following actions:

- A. Authorize the scheduling of a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.011(8), Florida Statutes, for Thursday, October 1, 2020 at 3:45 p.m.; and
- B. Authorize the public notice printed below that will be published in the *Pensacola News Journal* on Saturday, September 26, 2020.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of Matthew Selover v. Escambia County and Dr. Rayme Edler, Case No. 2020 CA 000077, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 3:45 p.m. on October 1, 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 P. Rogers, Deputy County Attorney Charles V. Peppler, and Lydecker/Diaz Attorney Katie Gudaitis, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

(Continued on Page 90)

MINUTES – SEPTEMBER 24, 2020

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

4. Continued...

Motion: Move the County Attorney's Report in its entirety, as presented
For Information: County Attorney Rogers advised that in item 1, Resolution R2020-126 was amended with action taken by the Board in CAR III-2 relating to CARES; the Permit Fee Waiver, EO-14, was included in item 1 per Board direction; item 2 was dropped as the meeting was held on Tuesday, September 22, 2020; item 3 was revised to change the meeting to October 1, 2020, at 3:15 p.m.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh having left the meeting.

5. Recommendation: That the Board approve a settlement in which former inmate Aaron Hunter will be paid \$75,000.00 in exchange for execution of a general release and hold harmless agreement.

Motion: Move the County Attorney's Report in its entirety, as presented
For Information: County Attorney Rogers advised that in item 1, Resolution R2020-126 was amended with action taken by the Board in CAR III-2 relating to CARES; the Permit Fee Waiver, EO-14, was included in item 1 per Board direction; item 2 was dropped as the meeting was held on Tuesday, September 22, 2020; item 3 was revised to change the meeting to October 1, 2020, at 3:15 p.m.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh having left the meeting.

6. Recommendation: That the Board approve the proposed settlement of payment of \$150,000.00 to Mark and Connie Schnackenberg in exchange for execution of a general release of all claims. Everest National Insurance Company, the general liability carrier for Blue Arbor, Inc., will pay the settlement in its entirety.

Motion: Move the County Attorney's Report in its entirety, as presented
For Information: County Attorney Rogers advised that in item 1, Resolution R2020-126 was amended with action taken by the Board in CAR III-2 relating to CARES; the Permit Fee Waiver, EO-14, was included in item 1 per Board direction; item 2 was dropped as the meeting was held on Tuesday, September 22, 2020; item 3 was revised to change the meeting to October 1, 2020, at 3:15 p.m.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh having left the meeting.

MINUTES – SEPTEMBER 24, 2020

VERBAL ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Verbal Add-On Item 1

Disposition: No action taken

For information: The Board discussed the possibility of sending a letter to Honorable Chris Jones, Escambia County Property Appraiser, relating to property tax values after Hurricane Sally.

2. Verbal Add-On Item 2

Motion: First, direct the Chief Building Inspector to inspect all buildings at Forest Creek for suitability for habitation. Second, authorize the Chairman to send a letter to U.S. Department of Housing and Urban Development (HUD) Secretary Ben Carson and other applicable entities and/or individuals requesting a review of the HUD certification of Forest Creek.

For information: Verbal Add-on Items 2 and 3 were addressed in one motion.

Made by: Commissioner Underhill

Seconded by: Commissioner May

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

Speaker(s): Melissa Pino and Kevin Wade

3. Verbal Add-On Item 3

Motion: First, direct the Chief Building Inspector to inspect all buildings at Forest Creek for suitability for habitation. Second, authorize the Chairman to send a letter to HUD Secretary Ben Carson and other applicable entities and/or individuals requesting a review of the HUD certification of Forest Creek.

For information: Chairman Barry expressed support for Commissioner Underhill signing the letter instead. Verbal Add-on Items 2 and 3 were addressed in one motion.

Made by: Commissioner Underhill

Seconded by: Commissioner May

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

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve a funding allocation in the amount of \$2,000.00 from Commissioner May's discretionary account to support restoration of the Mother Wit Ella L. Jordan House, 423 N. C Street Pensacola, Florida.

Motion: Discretionary allocation to the Mother Wit Institute Ella L. Jordan House for \$2,000

Made by: Commissioner May

Seconded by: Commissioner Underhill

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

MINUTES – SEPTEMBER 24, 2020

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board approve the request from Onbikes Pensacola, for \$1,000 to be funded from the District V Discretionary fund and approve the Purchase Order for this purpose.

Motion: Move one for Commissioner Barry for \$1,000 to be funded out of District V discretionary fund for Onbikes
--

Made by: Commissioner Bender

Seconded by: Commissioner Underhill
--

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

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 12:39 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

Approved: October 15, 2020

FOR INFORMATION: Due to Hurricane Sally, all agenda/meeting items originally scheduled for September 17, 2020, were transferred to the rescheduled meeting date of September 24, 2020.

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

**OCTOBER 1, 2020
(9:01 a.m. – 10:46 a.m.)**

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

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

Report prepared by: DeLana Allen-Busbee

1. FOR INFORMATION: The Board agreed to forego Agenda Review in favor of discussions and presentations, as follows:
 - A. County Administrator Gilley reviewed a PowerPoint presentation concerning Hurricane Sally, and the Board discussed backup generators for holding pond pumps, debris removal, the impact of debris on the landfill, issues with the damage to the General Daniel "Chappie" James, Jr. Bridge, and concerns regarding flooding in various areas in the County;
 - B. Relative to the Rent and Mortgage Assistance and the Individual/Family Assistance aspects of the CARES Act, the Board discussed hiring additional personnel if needed to process the applications, asked staff to process denied applications for Rent and Mortgage Assistance through the Individual/Family Assistance program where possible, and advised staff to return to the Board if more funding is needed;
 - C. Relative to the Broadband Study, the Board was advised by County Administrator Gilley that the Request for Proposals would appear on the Board's November 12, 2020, agenda, discussed the need for the vendor selected to do their own assessment to understand the infrastructure and needs, and agreed to discuss priorities in each district at the October 8th Committee of the Whole Workshop; and
 - D. Commissioner Bergosh advised that he would like to have an item added to the agenda of the October 8th Committee of the Whole regarding aggressive panhandling.

Speaker(s): John Hoyle

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

OCTOBER 1, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
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 Lumon J. May, District 3

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

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

Chairman Barry called the Attorney-Client Session to order at 3:17 p.m.

2. Session

The Board:

- A. Was advised by Chairman Barry that the County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the cases of Andrea N. Minyard, M.D. v. Escambia County, Santa Rosa County, Walton County, Okaloosa County, et al, Case No. 3:20-00034-TKW/HTC and Andrea N. Minyard, M.D. v. Escambia County, Florida v. Gulf Coast Autopsy Physicians, P.A., Case No. 2018 CA 000780, which session was advertised in the Saturday, September 26, 2020 edition of the *Pensacola News Journal* as follows:

ATTORNEY-CLIENT SESSION MINUTES – OCTOBER 1, 2020

AGENDA NUMBER – Continued

2. Session

A. Continued...

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the cases of Andrea N. Minyard, M.D. v. Escambia County, Santa Rosa County, Walton County, Okaloosa County, et al, Case No. 3:20-00034-TKW/HTC and Andrea N. Minyard, M.D. v. Escambia County, Florida v. Gulf Coast Autopsy Physicians, P.A., Case No. 2018 CA 000780, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 3:15 p.m. on October 01, 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 P. Rogers, Deputy County Attorney Charles V. Peppler, and Lydecker/Diaz Attorney Katie Gudaitis, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

- B. Was advised by Chairman Barry that the Session is expected to last approximately thirty (30) minutes and that the following are expected to attend: Commissioners Bergosh, Underhill, May, Bender, and Barry; County Administrator Janice Gilley; County Attorney Alison Rogers; Deputy County Attorney Charles Peppler; and Attorney Katie Gudaitis.

RECESS: 3:18 P.M. – COMMISSIONERS BARRY, BERGOSH, UNDERHILL, AND BENDER; COUNTY ATTORNEY ALISON ROGERS; AND DEPUTY COUNTY ATTORNEY CHARLES PEPPLER RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 3:58 P.M. – COMMISSIONERS UNDERHILL, BERGOSH, BARRY, AND BENDER; AND COUNTY ATTORNEY ROGERS RETURNED TO BOARD CHAMBERS

ATTORNEY-CLIENT SESSION MINUTES – OCTOBER 1, 2020

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Attorney-Client Session of the Board of County Commissioners adjourned at 3:59 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

Approved: October 15, 2020

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

OCTOBER 1, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

Chairman Barry called the Attorney-Client Session to order at 3:59 p.m.

2. Session

The Board:

- A. Was advised by Chairman Barry that the County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the case of Matthew Selover v. Escambia County and Dr. Rayme Edler, Case No. 2020 CA 000077, which session was advertised in the Saturday, September 26, 2020 edition of the *Pensacola News Journal* as follows:

ATTORNEY-CLIENT SESSION MINUTES – OCTOBER 1, 2020

AGENDA NUMBER – Continued

2. Session

A. Continued...

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of Matthew Selover v. Escambia County and Dr. Rayme Edler, Case No. 2020 CA 000077, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 3:45 p.m. on October 1, 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 P. Rogers, Deputy County Attorney Charles V. Peppler, and Lydecker/Diaz Attorney Katie Gudaitis, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

- B. Was advised by Chairman Barry that the Session is expected to last approximately forty-five (45) minutes and that the following are expected to attend: Commissioners Bergosh, Underhill, May, Bender, and Barry; County Administrator Janice Gilley; County Attorney Alison Rogers; Deputy County Attorney Charles Peppler; and Attorney Katie Gudaitis.

RECESS: 4:00 P.M. – COMMISSIONERS UNDERHILL, BARRY, BERGOSH, AND BENDER; AND COUNTY ATTORNEY ROGERS RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 4:38 P.M. – COMMISSIONERS MAY, BARRY, BEGOSH, AND UNDERHILL; AND COUNTY ATTORNEY ROGERS RETURNED TO BOARD CHAMBERS

ATTORNEY-CLIENT SESSION MINUTES – OCTOBER 1, 2020

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:38 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

Approved: October 15, 2020

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

OCTOBER 1, 2020

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

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

Chairman Barry called the Gary Sansing Public Forum to Order at 4:45 p.m.

2. Speakers

The Board heard comments from the following individuals:

Catherine Griffin
Carolyn Tramble

Alysia Pittman
Jeff Williams

Melissa Pino
Kevin Wade

3. Adjournment

Chairman Barry declared the Gary Sansing Public Forum adjourned at 5:02 p.m.

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

OCTOBER 1, 2020

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

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

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

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

2. Invocation

Reverend Kammy Young of the Episcopal Diocese of the Central Gulf Coast delivered the invocation.

3. Pledge of Allegiance to the Flag

Commissioner Bergosh led the Pledge of Allegiance to the Flag.

MINUTES – OCTOBER 1, 2020

REGULAR BCC AGENDA – Continued

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

Motion: Move the agenda as amended
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

5. Commissioners' Forum:

- A. District 2 – Commissioner Underhill provided comments;
- B. District 3 – Commissioner May provided comments;
- C. District 1 – Commissioner Bergosh provided comments;
- D. District 4 – Commissioner Bender provided comments;
- E. District 5 – Commissioner Barry provided comments; and
- F. Mass Transit Director Tonya Ellis provided information on transit options relative to the damage to the General Daniel "Chappie" James, Jr. Bridge, and Public Safety Director Jason Rogers discussed a burn ban.

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

- A. Adopt the Proclamation commending and congratulating Harold Hodges, a Maintenance Worker in the Facilities Management Department, on his selection as the "Employee of the Month" for October 2020;
- B. Adopt the Proclamation honoring and congratulating Mrs. Ann L. Baker on reaching the age of 100;
- C. Adopt the Proclamation proclaiming October 2020 as "National Disability Employment Awareness Month" in Escambia County, and calling upon all residents of this great County to join us in raising awareness about disability employment issues and celebrate the many and varied contributions of persons with disabilities; and
- D. Ratify the Proclamation dated September 25, 2020, expressing the Board's support in the restoration of the Mother Wit/Ella L. Jordan historic landmark.

(Continued on Page 3)

MINUTES – OCTOBER 1, 2020

REGULAR BCC AGENDA – Continued

6. Continued...

Motion: So moved

For Information: Mr. Hodges expressed his desire to donate his employee of the month check to families in need after Hurricane Sally. All five Commissioners agreed to match his donation from their discretionary funds and took action as a verbal add-on item [see page 31].

Made by: Commissioner May

Seconded by: Commissioner Bender

Disposition: Carried unanimously

Speaker(s): Harold Hodges, Kathy Wilks, Debra Troche, and Carol Archie

7. Written Communication – August 31, 2020, communication from Tommie C. Wood Walker, requesting lien relief for property located at 920 North 59th Avenue.

Recommendation: That the Board review and consider the lien relief request made by Tommie C. Wood Walker, for property located at 920 North 59th Avenue.

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

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

Disposition: No action taken

MINUTES – OCTOBER 1, 2020

REGULAR BCC AGENDA – Continued

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

A. The following two Public Hearings on the agenda:

- (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on September 12, 2020, for Consideration of Adopting an Ordinance to Impose/Levy a 5th Cent Tourist Development Tax; and
- (2) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on September 16, 2020, concerning the issuance of an Operational Permit for Resource Extraction for expansion of an existing and active borrow pit known as Devine Farm Borrow Pit located at 4478 Devine Farm Road; and

B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 28 – October 2, 2020*, as published in the *Pensacola News Journal* on September 26, 2020.

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

9. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following actions:

A. Adopt and authorize the Chairman to sign the Ordinance [Number 2020-33] Imposing and Levying an additional one percent tourist development tax (Fifth-Cent) in the incorporated and unincorporated areas of Escambia County;

AND

B. Choose Option A, which provides for the 5th cent proceeds to be used solely for tourism promotion;

OR

C. Choose Option B, which provides that the proceeds can be used for both tourism promotion and a publicly owned or operated facility.

(Continued on Page 5)

MINUTES – OCTOBER 1, 2020

REGULAR BCC AGENDA – Continued

9. Continued...

Motion: Move option B with 100% of the available funds after the requirements are taken out going to the unified budget for the first year, April 1 [2021] to March 31 st [2022]
For Information: County Attorney Rogers clarified that the Board intended for the first date of collections to be April 1, 2021, and that the draft Ordinance would be amended accordingly. The Board discussed addressing the plan for the subsequent years of the 5 th Cent at a later date, but heard comments on the importance of a sports facility from Commissioner May and Commissioner Bergosh.
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting “no”
Speaker(s): Mitesh Patel, Rusty Branch, Melissa Pino, Ajit Patel, Julian McQueen, Ted Ent, Harlan Butler, Jason Nicholson, Darien Schaefer, David Bear, and Dave Hoxeng

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

I. CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:
 - A. Approve the Minutes of the Attorney-Client Session held September 22, 2020; and
 - B. Approve the Minutes of the Second Public Hearing of the Board of County Commissioners Regarding the Fiscal Year 2020/2021 County-Wide Budget held September 22, 2020.

Motion: Move the Clerk’s Report
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

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

I. PUBLIC HEARINGS

1. **Recommendation:** That the Board, at the 5:45 p.m. Public Hearing, take the following action in regards to the “Operational Permit” for Resource Extraction for an expansion of an existing and active resource extraction facility borrow pit, located at 4478 Devine Farms Road, Parcels 34-1N-31-1102-000-000 and 34-1N-31-1203-000-000:
 - A. Review and approve, modify, or deny the issuance of an Operational Permit for Resource Extraction for an expansion of existing and active borrow pit; and
 - B. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for an expansion of Devine Farms Borrow Pit, located at 4478 Devine Farms Road.

Motion: Move that we permit the existing 21 acre site with an additional five acres contiguous to that 21 for a total of 26 acres with the certification that the current footprint complies with the setbacks that the county has in place
--

Made by: Commissioner Underhill
--

Seconded by: Commissioner Bergosh
--

Disposition: Carried unanimously

Speaker(s): Meredith Crawford, Fred Thompson, Jerry McGuire, and Arngie Pope

II. FOR ACTION

1. **Recommendation:** That the Board adopt by resolution [R2020-136] the Escambia County Multi-Jurisdictional Local Mitigation Strategy Plan as required by FEMA to reassure them that local governments recognize and endorse the efforts of the mitigation group as a proactive step in preparing and mitigation for natural hazards at no cost to the County.

Motion: Move Action Item 1 in the affirmative
--

Made by: Commissioner Underhill
--

Seconded by: Commissioner Bergosh
--

Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings on November 5, 2020:

- A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning case to be heard by the Planning Board on October 6, 2020.

Case No.: **Z-2020-07**
Address: 900 Blk Dog Track Road
Property Reference No.: 25-2S-31-1302-000-001 and 25-2S-31-2402-000-000
From: MDR, Medium Density Residential district (10 du/acre)
To: HDMU, High Density Mixed-use district (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban & MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Joe A. Rector, Jr., Mullins LLC, Agent for Bellview Development Company, Inc. / Linda O'Neill, Owner

- B. 5:46 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 1400 Hwy 29- OSP-2020-01 (first of two public hearings)

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

- C. 5:47 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 1000 Blk Pine Top Ln - OSP-2020-02 (first of two public hearings)

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

Motion: Move the Consent Agenda
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Memorandum of Understanding between Escambia County, Florida, and the Portofino Master Homeowners Association, Inc., relating to landscaping maintenance on County Road 399:
 - A. Approve the Memorandum of Understanding between Escambia County, Florida, and the Portofino Master Homeowners Association, Inc., relating to landscaping maintenance on County Road 399; and
 - B. Authorize the Chairman or Vice Chairman to execute the documents and any subsequent document(s) required for implementation of the project.

This project is located in Commission District 4.

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve the payment to USI Insurance Services, LLC, in the amount of \$32,405, for Cyber Enterprise Risk Management Insurance written through Chubb Group of Insurance Companies (ACE American Insurance Company) for the period of October 1, 2020, through September 30, 2021, with a \$50,000 deductible.

Vendor	Funding	Amount
USI Insurance Services, LLC Cyber Enterprise Risk Management Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$32,405

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

Motion: Move the balance
For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the Locally Funded Agreement (LFA) between the State of Florida Department of Transportation (FDOT) and Escambia County, Florida, for right-of-way acquisition on State Road (SR) 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to north of SR 30 (US 98):
- A. Adopt and authorize the Chairman to sign the Resolution [R2020-137] authorizing the LFA;
 - B. Approve and authorize the Chairman to sign the LFA between the FDOT and Escambia County, Florida, obligating \$5,000,000 for right-of-way acquisition on SR 173 (Blue Angel Parkway); 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.

Vendor	Amount	Contract Number	Funding
Florida Department of Transportation	\$5,000,000	Locally Funded Agreement 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01 for SR 173 Blue Angel Parkway	Fund 353, Local Option Sales Tax (LOST) IV, FY 2020-2021 Cost Center 210106

SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98) is located in Commission Districts 1 and 2.

Motion: Move the balance

For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board , for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Engineering Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A	Genesee & Wyoming/Alabama and Gulf Coast Railway Vendor Number: 011274 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	\$63,233	Annual Signal Maintenance for Railroad Crossings
B	CSX Transportation Vendor Number: 030050 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	\$166,900	Annual Signal Maintenance for Railroad Crossings (\$66,900); Additional work associated with contract agreements/upgrade costs (\$100K)

(Continued on Page 11)

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
C	Ingram Signalization Vendor Number: 406608 Traffic Signal Response Maintenance - State and County Owned Signals Fund 175: (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	\$100,000	PD 16-17.083 Original Board Approval 12/14/2017 effective date 02/28/2018 Board Approval 1st Extension 02/07/2019 Board Approval 2nd Extension 02/06/2020 Re-bid Contract by 02/06/2021
D	Ingram Signalization Street and Navigational Lights Fund 175, Cost Centers 211201/211602/211101 Fund 181, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106 Fund 167, Cost Center 140302	\$75,000	PD 18-19.089 BCC Approved Contract 02/06/2020 Effective Date 03/11/2020

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
E	Gulf Coast Traffic Engineers Vendor Number: 072898 Pavement Markings Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	\$1,000,000	PD 18-19.007 Original BCC Approval 02/07/2019 Amended on 06/06/2019 to add additional funding and cost centers BCC Action 1st extension - 02/06/2020 Renewal 02/06/2021
F	Gulf Coast Traffic Engineers Vendor Number: 072898 Signs Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	\$100,000	PD 16-17.073 Original Board Approval 01/04/2018 BCC Action - 1st Extension 01/10/2019 BCC Action - 02/06/2020 2nd Extension 01/09/2020 New Contract 01/09/2021

(Continued on Page 13)

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
G	Award Purchase Orders in Excess of \$50K for the Continuing Contract for Bridges, Docks and Boat Ramps DKE Marine, Vendor Number: 040206 Davis Marine, Vendor Number: 040386 Gulf Marine, Vendor Number: 072896 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	\$750,000	PD 12-13.001 Continuing Contract for Bridges, Docks and Board Ramps Original Board Approval 11/01/2012 Board Approval 03/21/2013 to add DKE Marine to list of vendors

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
H	<p>Award Purchase Orders for the Continuing Professional Services - Bridge Work; Construction Engineers Thompson Engineering, Inc., Vendor Number: 201604 Mott MacDonald Consultants, LLC, Vendor Number: 081206 Volkert, Inc., Vendor Number: 220584 American Consulting Engineers, Vendor Number: 012081 HDR Engineering, Inc., Vendor Number: 080064</p> <p>Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 167 - (Bob Sikes Toll Fund) Cost Centers: 140301/140302 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106</p>	\$200,000	<p>PD 02-03.079 Professional Services Continuing Contract Annual Inspection for Bridges</p>

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
I	Award Purchase Orders for the Continuing Professional Services Bridge Professional Technical Consulting Mott MacDonald Consultants, LLC, Vendor Number: 081206 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	\$200,000	PD 02-03.79 Professional Services Continuing Contract
J	Property Appraisals Asmar and Associates, Vendor Number: 014139 Brantley and Associates, Vendor Number: 410028 Fruitticher-Lowery Appraisal Group, Inc., Vendor Number: 062707 Presley-McKenney and Associates, Vendor Number: 164987 Sherrill Appraisal Company, Vendor Number: 192901 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/210120/210121/210124/210130 Fund: 353 (LOST IV) Cost Center: 210106	\$50,000	Annual allocation for property appraisals for capital improvement projects

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
K	Roads, Inc. of NWF Vendor Number: 182328 Panhandle Grading and Paving, Inc. Vendor Number: 160114 Mid South Paving, Inc. Vendor Number: 133305 Road Materials Pricing Agreement/OGCM Roads Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	\$325,000	PD 17-18.096 Original Board Approval 11/01/2018 1st Extension BCC Approval 02/20/2020 Retroactive to 10/31/2019

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
L	General Drainage and Paving Agreement - Paving and Drainage Projects Allsouth Construction Services LLC, Vendor Number: 420550 Chavers Construction, Vendor Number: 032335 Gulf Atlantic Constructors, Vendor Number: 843895 J Miller Construction, Inc., Vendor Number: 133404 Mid South Paving, Inc., Vendor Number: 133305 Panhandle Grading and Paving, Vendor Number: 160114 Roads, Inc. of NWF, Vendor Number: 182328 Utility Services Co., Inc., Vendor Number: 211593 B&W Utilities, Vendor Number: 420661 Site and Utility, Vendor Number: 420683 Gulf Marine Construction, Vendor Number: 072896 Heaton Brothers Construction Company, Vendor Number: 081314 Principle Properties, Vendor Number: 420785	\$2,000,000 annual for all vendors, Projects over \$250K coming back to Board for Approval	PD 16-17.081 Original Board Approval 11/30/2017 Board Approval 1st Extension 12/01/2018 (through 11/30/2019) Board Approval 2nd Extension 12/05/2019 (through 11/30/2020) New Contract Currently Out for Bid

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
L	Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 175 (Transportation Trust Fund) Cost Center 260102 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/350229 Fund: 353 (LOST IV) Cost Centers: 210106/350221 Fund: 353 (LOST IV) Cost Center: 110102 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	\$2,000,000 annual for all vendors, Projects over \$250K coming back to Board for Approval	PD 16-17.081 Original Board Approval 11/30/2017 Board Approval 1st Extension 12/01/2018 (through 11/30/2019) Board Approval 2nd Extension 12/05/2019 (through 11/30/2020) New Contract Currently Out for Bid

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
M	Blue Arbor Vendor Number: 023818 Temporary Labor Services Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/350229 Fund: 353 (LOST IV) Cost Centers: 210106/350221 Fund: 116 (Development Review) Cost Center: 240302 Fund: 167 (Bob Sikes Toll - if needed) Cost Centers: 140301/140302	\$225,000	PD 17-18.055 Original Board Approval 08/02/2018 Board Approval for 1st Renewal 08/17/2019 Board Approval for 2nd Renewal 8/6/2020 Effective Date 08/17/2020
N	Transcore Holdings, Inc. Vendor Number: 420423 Bob Sikes Bridge Toll System Upgrade Project - Time and Materials Contract Fund: 167 (Bob Sikes Toll) Cost Center: 140301	\$225,000	PD 14-15.030 Original Board Approval 07/07/2015 Contract Renewal until 08/26/2026 Board Approval 08/06/2020

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

	Vendor/Contractor	Amount	Contract Number
O	Transportation Control Systems, Inc. Vendor No. 205208 Fund 175: (Transportation Trust Fund) Cost Center 211201 Transportation and Traffic	\$600,000	State Contract DOT-ITB-20- 9034-GH Traffic controllers, cabinets, and miscellaneous traffic materials and equipment
P	Miovision Technologies, Inc. Vendor No. 424068 Fund 175: (Transportation Trust Fund) Cost Center 211201 Transportation and Traffic	\$100,000	Annual Subscription for Traffic Signals - Provides Communication to Traffic Signals for the Traffic Signal Operations Center

Motion: Move item 3 in the affirmative

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried 4-0, with Commissioner Barry abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board approve the \$1,000 funding allocation from Commissioner Robert Bender's discretionary funds, for OnBikes Pensacola to purchase new bicycles, helmets, and locks for children along the Gulf Coast.

[Funding: Fund 001, Board of County Commissioners, Cost Center 110101, Outside Agencies Object Code 58201]

Motion: Move the balance

For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried unanimously

5. Recommendation: That the Board approve Commissioner Robert Bender's request to attend Visit Pensacola's Focus Group meeting in Atlanta, Georgia, on Tuesday, October 6, 2020. The total cost for this trip will not exceed \$1,000 for airfare, rental car, and per diem.

Motion: Move the balance

For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6. This item was amended at the Agenda Work Session to include Commissioner Bender making a visit to the FEMA office while in Atlanta.

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board approve and award Contracts per PD 19-20.092, Re-Solicit Custodial Services for Various County Facilities, for a term of three years, effective November 1, 2020, with the option for two additional 12-month renewals, for a total of 60 months, and authorize the County Administrator to sign all documents related to the Agreements between Escambia County and each of the following contractors:

- 3H Service System, Inc.
- Eagle Cleaning Service, Inc.
- New World Cleaning, LLC

This Solicitation was submitted via Vendor Registry to 133 Registrants representing 101 Firms. The Solicitation viewed by 50 firms and downloaded by 47. Bid responses were received from nine firms.

Funding	3H Service Systems, Inc.	New World Cleaning, LLC	Eagle Janitorial Service, Inc.	Fund Total
Fund 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services	\$604,849.53	\$306,348.00	\$51,610.00	\$962,807.53
Fund 501, Internal Service Fund; Cost Center 150112, Employee Health Clinic; Object Code 53401, Other Contractual Services	\$8,700.00	N/A	\$46,299.00	\$54,999.00
Fund 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services	\$34,440.00	\$73,020.00	\$4,140.00	\$111,600.00

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

Funding	3H Service Systems, Inc.	New World Cleaning, LLC	Eagle Janitorial Service, Inc.	Fund Total
Fund 175, Transportation Trust Fund; Cost Center 210401, Roads & Bridges Admin; Object Code 53401, Other Contractual Services	N/A	N/A	\$12,940.00	\$12,940.00
Fund 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin.; Object Code 53401, Other Contractual Services	N/A	N/A	\$7,200.00	\$7,200.00
Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	N/A	N/A	\$4,400.00	\$4,400.00
Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services	\$720.00	N/A	N/A	\$720.00
Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services	N/A	N/A	\$9,400.00	\$9,400.00

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

Funding	3H Service Systems, Inc.	New World Cleaning, LLC	Eagle Janitorial Service, Inc.	Fund Total
Fund 104, Mass Transit Fund; Cost Center 211217, Mass Transit Fleet Maint.; Object Code 53401, Other Contractual Services	\$34,080.00	N/A	N/A	\$34,080.00
Fund 001, General Fund; Cost Center 260107, SRI Public Works; Object Code 53401, Other Contractual Services	N/A	\$15,900.00	N/A	\$15,900.00
Totals	\$682,789.53	\$395,268.00	\$135,989.00	\$1,214,046.53

Motion: Move the balance

For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board ratify the following October 1, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

Property Owner	Address	Fund	Cost Center	Improvement	Amount	Homestead
James B. & Jill S. Amos	9016 Chemstrand Rd	151	Ensley-370119	Roof Replacement	\$5,970	YES
John W. & Kelly A. Gilkerson	121 Gilliland Rd	151	Warrington-370114	Roof Replacement	\$6,000	YES
William B. Johnson	1 Glendower Ct	151	Warrington-370114	Roof Replacement	\$5,149	YES
Maureen B. McBride	321 Chattman St	151	Warrington-370114	Roof Replacement	\$5,550	YES
Paul J. Oeding & Ann Yarbrough	9024 Bellington Rd	151	Ensley-370119	Window Replacement	\$6,000	YES
Patricia J. Page	217 NW Syrcle Dr	151	Warrington-370114	Roof Replacement	\$2,600	YES
Danny J. & Sydney K. Spink	923 Mills Ave	151	Warrington-307114	Sanitary Sewer Connection & Roof Replacement	\$4,550	YES

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

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MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued...

Motion: Move the balance
For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

8. **Recommendation:** That the Board ratify the following October 1, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

- A. Approving the following cancellations of four 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
Thomas M. & Cynthia K. Kidder	6242 Appomattox Dr.	\$4,350
Diana A. Rittenhouse	6234 Appomattox Dr.	\$4,800
James L. & Colleen C. Vinson	7627 Las Vegas Ln.	\$2,750
Robert F. & Carolyn A. Wilson	428 S. 1st St.	\$430

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

Motion: Move the balance
For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board ratify the following October 1, 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:

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Robert Frank Laster & Mellissa Renae Hale	2202 W. Blount St.	151	Brownsville CRA- 370113	Roof Replacement	\$10,360

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

Motion: Move the balance
For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

10. Recommendation: That the Board approve a funding allocation, in the amount of \$3,000, from Commissioner May's discretionary money to support West Florida High School Basketball.

[Funding: Fund 001, Discretionary Cost Center 110101, Object Code 58201]

Motion: Move the balance
For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board approve a funding allocation, in the amount of \$2,500, from Commissioner May's discretionary money to support Light Up Learning, Studer Community Institute.

[Funding: Fund 001, Discretionary Cost Center 110101, Object Code 58201]

Motion: Move the balance

For Information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 11, with the exception of item 3, which was held for a separate vote, as amended to drop item 6.

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried unanimously

III. FOR DISCUSSION

1. Recommendation: That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2020/2021:

- A. West Florida High School Quarterback Club, in the amount of \$1,000;
- B. Gulf Coast Kid's House, in the amount of \$25,000;
- C. Waterfront Rescue Mission, Inc., in the amount of \$10,000;
- D. Girl Scouts of Gateway Council, in the amount of \$5,000;
- E. Greater Pensacola Junior Golf Association, Inc., in the amount of \$5,000; and
- F. Covenant Hospice Foundation, Inc., in the amount of \$7,500.

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

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

Motion: Move the item, A through F, in the affirmative contingent upon the funds being available in the account

For Information: Chief Budget Officer, Amber McClure, provided the Board with an update on LET Funds

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board discuss the Escambia CARES Act Plan update including the following topics:
1. Update on the CARES Family Emergency Financial Assistance Grant;
 2. The CARES Business Assistance Grant;
 3. Assistance for implementing Grant programs; and
 4. The funding balance for CARES Programs.

Disposition: No action taken

3. Recommendation: That the Board take the following action:
- A. Approve **Option A** of the Amendment to Agreement for Paratransit Transportation Services (P.D. 16-17.068) between Escambia County, Florida and Innovative Transport and Logistics Solutions, LLC to extend the contract term and *increase the “Ambulatory” rate of compensation for Year 4; OR*
 - B. Approve **Option B** of the Amendment to Agreement for Paratransit Transportation Service (P.D. 16-17.068) between Escambia County, Florida and Innovative Transport and Logistics Solutions, LLC to extend the contract term and *increase the “Ambulatory” rate of compensation for Year 4 & Year 5; AND*
 - C. Authorize the Chairman to execute **Option A OR Option B** of the Amendment to Agreement for Paratransit Transportation Services (P.D. 16-17.068) between Escambia County, Florida and Innovative Transport and Logistics Solutions, LLC.

[Funding: Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404]

Motion: Move item B and C, with C being the execution of Option B, accepting years 4 and 5 with an ambulatory rate of \$33.54 for both years
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously
Speaker(s): Michael Lowery and Harold Griffin, Jr.

MINUTES – OCTOBER 1, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board discuss and authorize the Chairman to sign Amendment 1 of the CARES Act Funding Agreement with the Florida Department of Emergency Management (FDEM).

Motion: Move that we allow the Chairman to sign Amendment 1 to the CARES Act Funding Agreement and set aside 15% [of this pot of funding] for issues with applications for individual/family assistance
For Information: Liz Kissel, Program Coordinator, provided an update to the CARES Act funding
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board extend the State of Local Emergencies.

Motion: Move the County Attorney's Report in its entirety
For Information: This action adopted Resolutions 2020-138 and 2020-139.
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board ratify the letter to Attorney Brian Barr requesting representation for the 3-Mile Bridge damages/EMS Services Pensacola Beach signed by County Attorney Alison Rogers.

Motion: Move the County Attorney's Report in its entirety
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – OCTOBER 1, 2020

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve the \$1,750.00 allocation from Commissioner Jeff Bergosh's discretionary money.

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

Motion: I have one add-on for OnBikes Pensacola out of my discretionary fund

Made by: Commissioner Bergosh

Seconded by: Commissioner Underhill
--

Disposition: Carried unanimously

VERBAL ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Discretionary Funds

Motion: Move that we request that the Clerk's Office set up a special project code under Neighborhood and Community Services to receive funds for direct assistance through their processes
--

For Information: Commissioner Underhill advised that his motion included \$250 from his discretionary funds and each of the other commissioners agreed to match the amount, for a total of \$1250 for families in need.
--

Made by: Commissioner Underhill
--

Seconded by: Commissioner May

Disposition: Carried unanimously

ANNOUNCEMENTS – None.

MINUTES – OCTOBER 1, 2020

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 8:38 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

Approved: October 15, 2020



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18704

Growth Management Report 7.1.

BCC Regular Meeting

Action

Meeting Date: 10/15/2020

Issue: Action Item - Avellanas Estates Final Plat

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Avellanas Estates Permit FP# 20083538PSD-FP

That the Board take the following action concerning recording Avellanas Estates (a 24-lot residential subdivision), located in the Ensley Community, lying west of Fowler Avenue and south of West Nine Mile Road (U.S. Alternate Highway 90), owned and developed by Aero Tide Investments, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

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

B. Approve the street name "Avellanas Drive",

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

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

BACKGROUND:

The Preliminary Plat and Construction Plans were approved on January 22, 2020. The Escambia County Public Safety Department approved the street name “Avellanas Drive” on July 8, 2019. Development Services Department field staff inspected the improvements on October 7, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the subdivision plat. County staff has reviewed and approves plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Kia Johnson on September 30, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the subdivision plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court’s Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

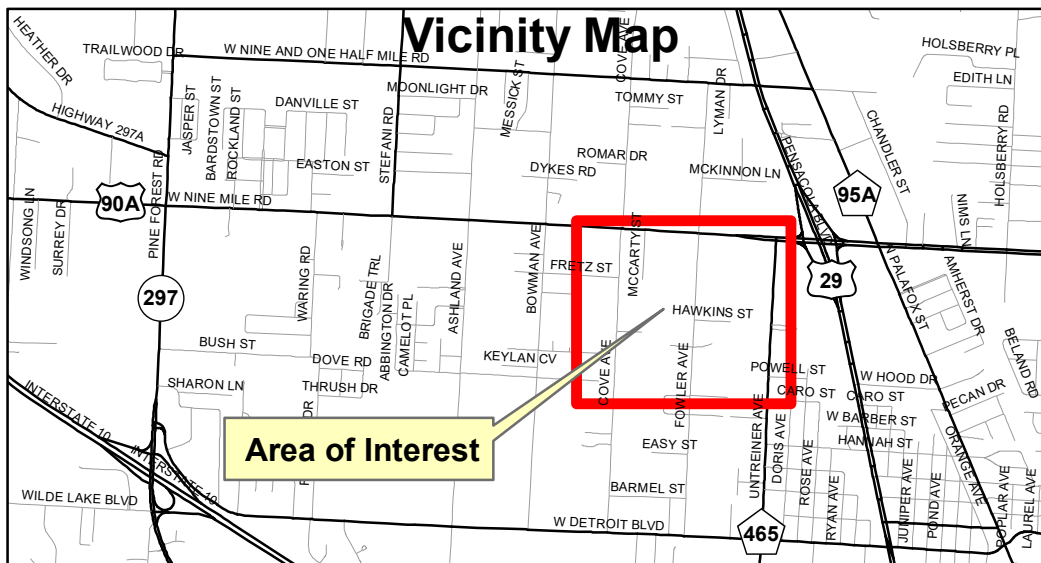
Location/Vicinity Map

Street Name Approval Letter

Two-Year Warranty Agreement

Final Plat

Final Plat ~ Avellanas Estates 24 Lot Single Family Residences





Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

July 8, 2019

Street Name Approval Letter

The following names have been submitted for approval:

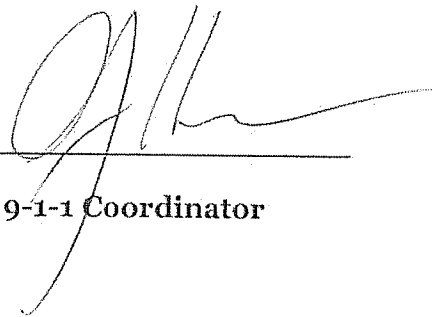
Avellanas Drive

The streets are located in:
Avellanas Estates

The name was requested by:

Hammond Engineering Inc.
3802 N S St
Pensacola, FL 32505

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

A handwritten signature in black ink, appearing to be "JH", is written over a horizontal line. Below the line, the text "9-1-1 Coordinator" is printed.

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

my escambia

Prepared by:

GARY HOLT
2172 W 9 MILE RD.
PENSACOLA FL 32534

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between AERO TIDE INVESTMENTS, a limited liability company organized under the laws of the State of FLORIDA whose address is 1795 DETROIT BLVD, PENSACOLA FL 32534 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for AVELLANAS ESTATES Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

ALEX B. STIERWALT
(printed name)

WITNESS:

JAMES E. KNOWLES JR
(printed name)

DEVELOPER/OWNER:

AERO TIDE INVESTMENTS LLC.
(name of limited liability company)

By:

[Signature]
(signature)

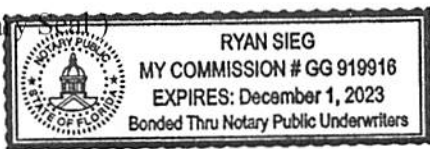
GARY HOLT
(printed name)
MANAGER

(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of August, 2020, by Gary Holt as Manager (select one title: Manager/Member/Managing Member) of Aero Tide Investments, LLC (name of limited liability company). He/She ☒ is personally known to me, or ☐ has produced _____ as identification.

(Notary Seal)



[Signature]
Signature of Notary

Ryan Sieg
Name of Notary (printed)

Escambia County, through its Board of County Commissioners

By: _____, Chairman

_____ day of _____, 20____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: Kin M. Johnson
Date: 9-30-2020

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT AND
INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: PARKER SHAW
SURVEYING

GENERAL NOTES:

1. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
2. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
3. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
4. THE PROPERTY AS SHOWN HEREON IS SITUATED IN FLOOD ZONE "AE" AND FLOOD ZONE "X", AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, MAP NUMBER 12033C 0295, REVISED SEPTEMBER 29, 2006.
5. THE ELEVATION AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FPRN GPS NETWORK.

DESCRIPTION OF PROPERTY SURVEYED: (AS PREPARED BY MERRILL PARKER SHAW, INC.)

COMMENCE AT THE NORTHWEST CORNER OF LOT 10, BLOCK 2, NATIONAL LAND SALES COMPANY SUBDIVISION OF SECTION 10, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 89, AT PAGE 369 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 86 DEGREES 45 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 10, FOR A DISTANCE OF 20.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 86 DEGREES 45 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 10, FOR A DISTANCE OF 609.09 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LOT 10, GO SOUTH 02 DEGREES 36 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 84.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE GO SOUTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 38 MINUTES 23 SECONDS, FOR AN ARC DISTANCE OF 39.55 FEET (CHORD BEARING: SOUTH 47 DEGREES 55 MINUTES 48 SECONDS WEST, CHORD DISTANCE: 35.55 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 86 DEGREES 45 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 442.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET; THENCE GO ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 250 DEGREES 31 MINUTES 44 SECONDS, FOR AN ARC DISTANCE OF 218.63 FEET (CHORD BEARING: SOUTH 32 DEGREES 00 MINUTES 53 SECONDS EAST, CHORD DISTANCE: 81.65 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE GO NORTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70 DEGREES 31 MINUTES 44 SECONDS, FOR AN ARC DISTANCE OF 30.77 FEET (CHORD BEARING: NORTH 57 DEGREES 59 MINUTES 07 SECONDS EAST, CHORD DISTANCE: 28.87 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 86 DEGREES 45 MINUTES 01 SECONDS EAST, FOR A DISTANCE OF 372.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE GO SOUTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 21 MINUTES 37 SECONDS, FOR AN ARC DISTANCE OF 38.99 FEET (CHORD BEARING: SOUTH 42 DEGREES 04 MINUTES 12 SECONDS EAST, CHORD DISTANCE: 35.16 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 02 DEGREES 36 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 65.28 FEET; THENCE GO NORTH 86 DEGREES 45 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 417.93 FEET; THENCE GO SOUTH 03 DEGREES 14 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 53.53 FEET; THENCE GO NORTH 87 DEGREES 06 MINUTES 30 SECONDS WEST, FOR A DISTANCE OF 190.56 FEET; THENCE GO NORTH 02 DEGREES 36 MINUTES 36 SECONDS EAST, FOR A DISTANCE OF 304.59 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 10, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 3.05 ACRES.

E. Wayne Parker 4/14/20

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR

PAGE 1 OF 2

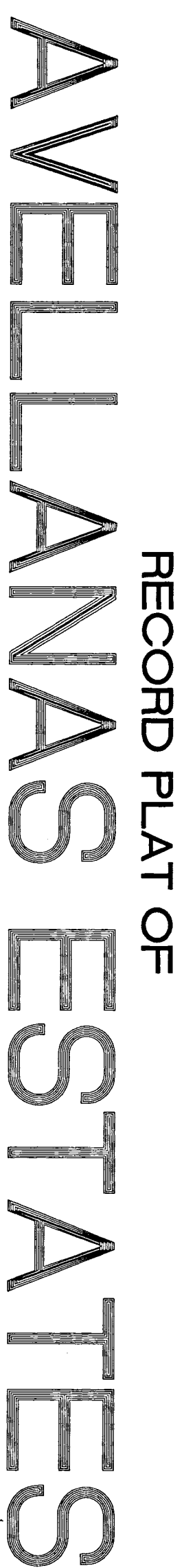


MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

SPECIFIC PURPOSE SURVEY



SOUTHWEST CORNER OF BLOCK 2 -
CALCULATED LOCATION PER PLATS OF RECORD
(ACTUAL CORNER NOT FOUND)

RECORDED IN DEED BOOK 89, PAGE 369
OCTOBER 2020

OCTOBER 2020

OWNER/DEVELOPER:
AERO TIDE INVESTMENTS, LLC
1795 DETROIT BLVD
PENSACOLA, FL 32505

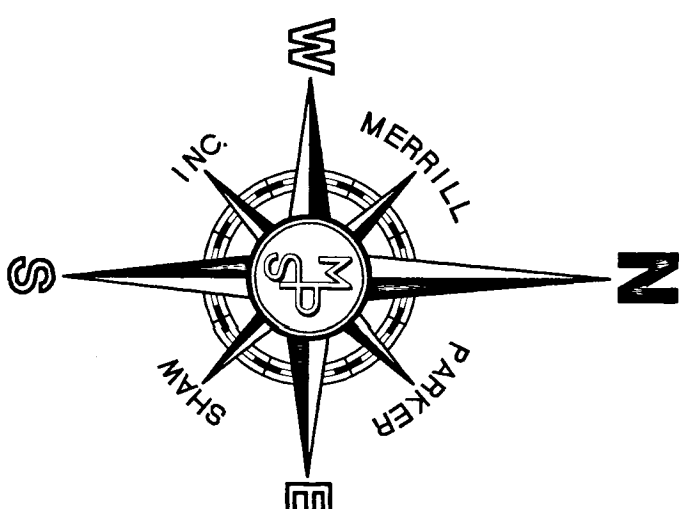
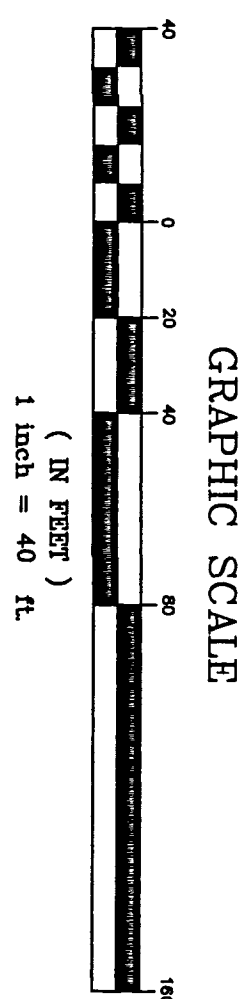
ENGINEER:

THOMAS HAMMOND JR., P.E.
3802 NORTH "S" STREET
PENSACOLA, FL 32505
PHONE: 850-434-2603

SURVEYOR:

E. WAINE PARKEN, F.L.S.
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

CURE	RADIUS	LOT LINE CURVE TABLE			
		LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	14.51'	33°15.33"	N76°37.13"E	14.31'
C2	25.00'	16.26'	37°16.11"	N41°21.22"E	15.95'
C3	50.00'	55.65'	68°44.11"	N65°50.32"E	56.03'
C4	50.00'	28.56'	32°44.38"	S72°40.43"E	28.17'
C5	50.00'	28.57'	32°44.18"	S59°56.43"E	28.16'
C6	50.00'	28.56'	32°52.32"	S07°00.24"E	28.50'
C7	50.00'	28.69'	32°52.38"	S25°39.41"E	28.17'
C8	50.00'	30.04'	34°25.43"	S55°14.37"E	29.55'
C9	50.00'	14.66'	16°44.46"	S84°51.06"W	14.60'
C10	25.00'	38.89'	69°21.37"	N42°04.12"W	38.89'
C11	25.00'	39.55'	90°38.23"	S47°55.48"W	35.55'

[illegible]

BUILDING SETBACK REQUIREMENTS:

FRONT YARD: 20 FEET

SIDE YARD: THE SIDE SETBACK SHALL BE 10% OF THE LOT WIDTH WHEN MEASURED ALONG RIGHT-OF-WAY OR 5 FEET WHICHEVER IS GREATER, NOT TO EXCEED 15 FEET.

REAR YARD: 20 FEET.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

STATE PLANE COORDINATES

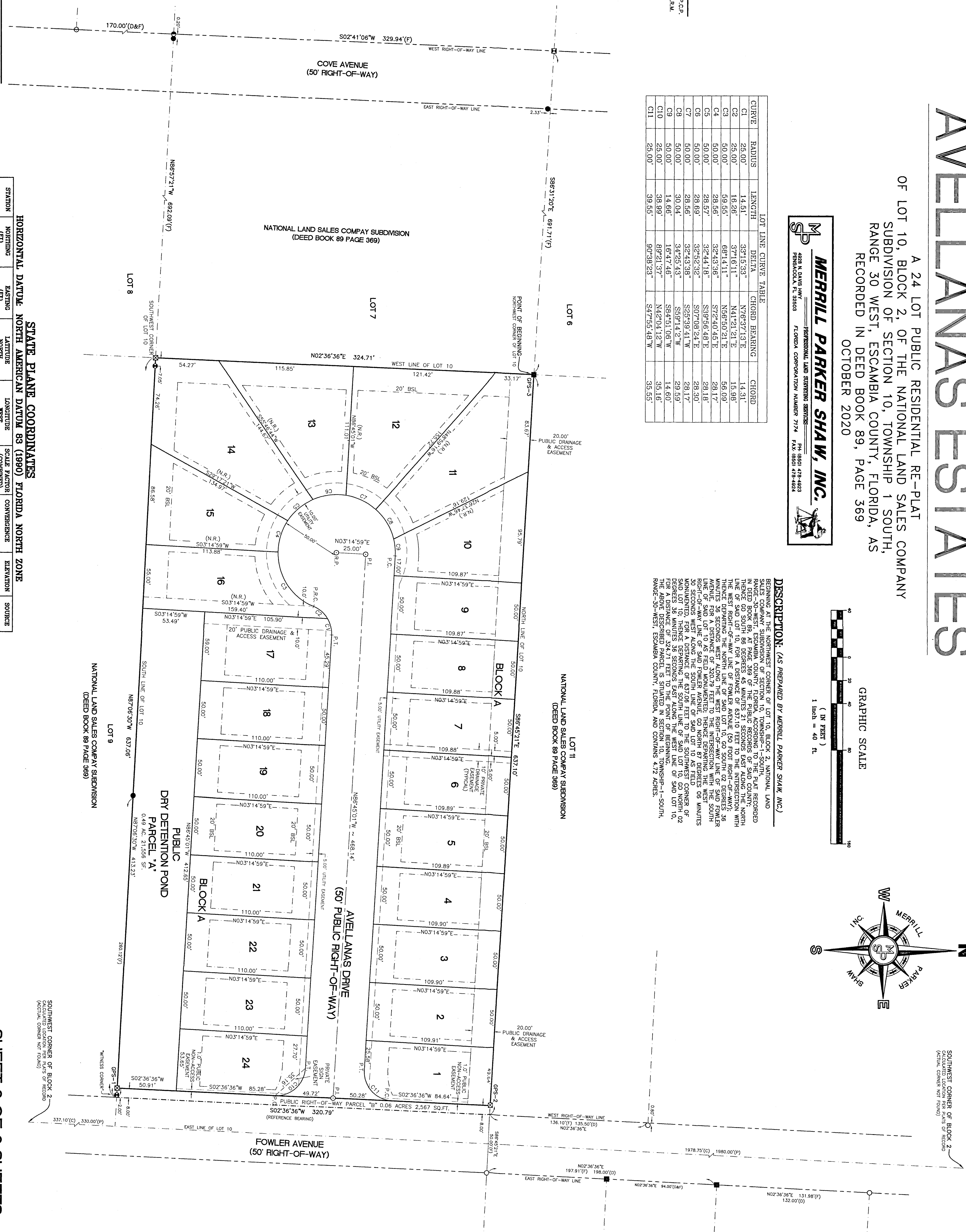
STATION	NORTHING	EASTING	LATITUDE (N)	LONGITUDE (E)	SCALE FACTOR (CORRECTION)	CONVERGENCE	ELEVATION	SOURCE
GPS-1	566028.1870	1030207.1156	30°14'10.834"	87°17'02.482"	-0.0123456547	-103.93	955.085	GPS
GPS-2	566418.8740	1030325.4844	30°14'10.984"	87°17'02.306"	-0.0123456547	-103.93	955.085	GPS
GPS-3	566545.7710	1030407.7170	30°14'11.998"	87°17'03.498"	-0.0123456547	-103.93	955.085	GPS

RESTRICTIVE COVENANTS,

OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK

PLAT BOOK _____, PAGE _____





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18715

Growth Management Report 7.2.

BCC Regular Meeting

Action

Meeting Date: 10/15/2020

Issue: Action Item - Replat of Huntington Creek Third Addition Final Plat

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Replat of Huntington Creek Third Addition Permit FP# 20093747PSD-FP

That the Board take the following action concerning recording of Replat of Huntington Creek Third Addition (a 6-lot, private single-family residential subdivision), located in the Beulah Community off Mobile Highway (U.S. Highway 90), lying east of Beulah Road. Owned and developed by Clearwater 102, 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; and

B. Approve the street name "Huntington Creek Lane".

BACKGROUND:

The preliminary plat and construction plans were approved on October 5, 2016. The Escambia County Public Safety Department approved the street name "Huntington Creek Lane" on June 3, 2016. Development Services Department inspected the improvements on October 6, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. The Replat of Huntington Creek Third Addition is a replat of a portion of Huntington Creek Third Addition (a 30-lot private single-family residential subdivision) recorded at Plat Book 19, Pages 56 and 56A of the Public Records. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

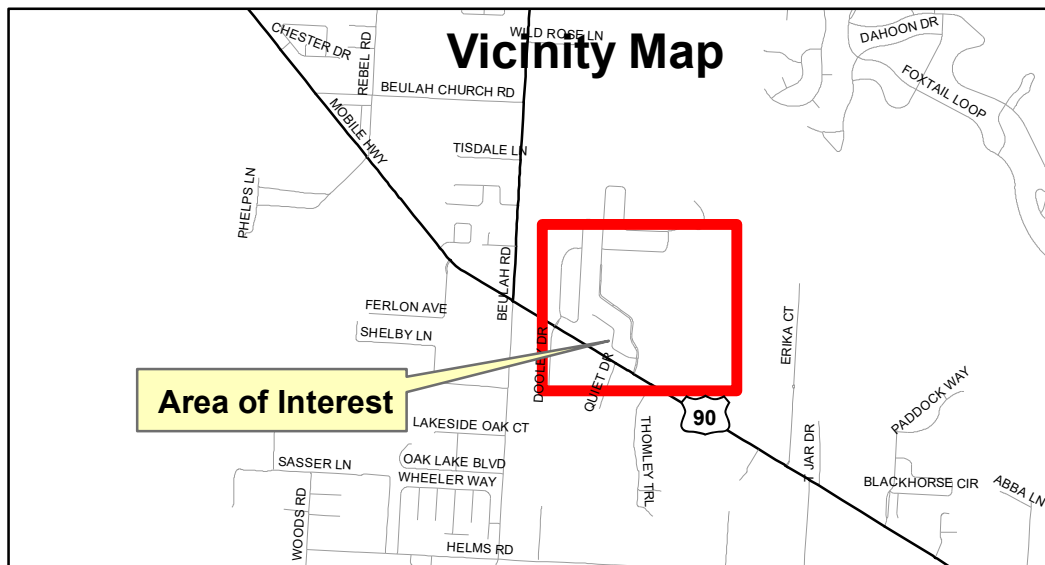
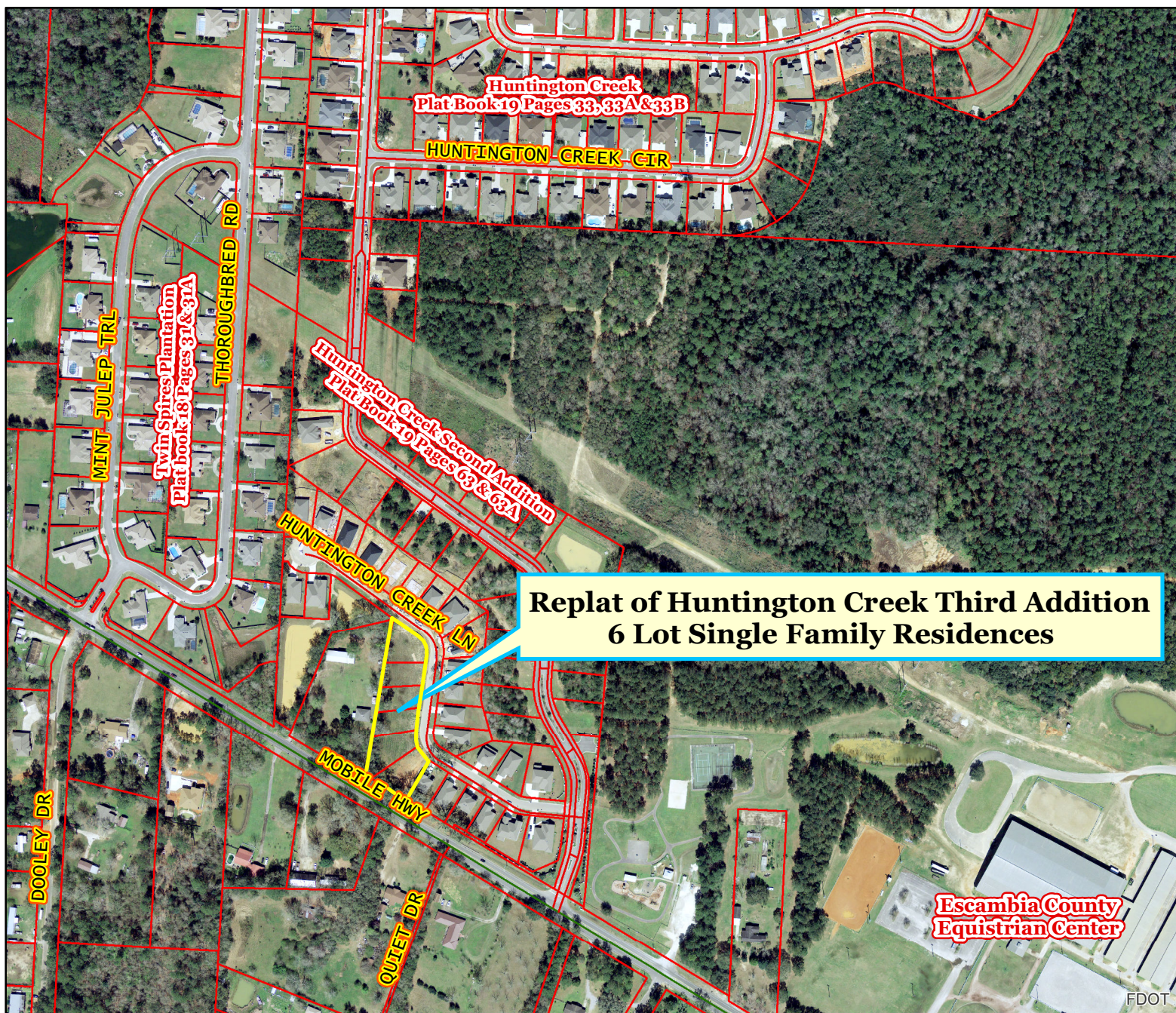
Attachments

Location/Vicinity Map

Street Name Approval Letter

Final Plat

Final Plat~Replat of Huntington Creek Third Addition 6 Lot Single Family Residences





Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

June 3, 2016

Street Letter Approval

The following names have been submitted for approval:

Huntington Creek Lane

The street is located in:

Huntington Creek Third Addition

The name was requested by:

JMA Engineering Services, Inc.

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714

Telephone (850) 471-6400 • Fax (850) 471-6455 www.myescambia.com

my escambia

Huntington Creek Third Addition

*Note: For lots that show multiple addresses, use the street that the house will face. **Addresses are temporary until final plat is recorded.***

Block "A"

Lot 26	7900	Huntington Creek Ln
Lot 27	7908	Huntington Creek Ln
Lot 28	7916	Huntington Creek Ln
Lot 29	7926	Huntington Creek Ln
Lot 30	7936	Huntington Creek Ln
Lot 31	7940	Huntington Creek Ln
Lot 32	7944	Huntington Creek Ln
Lot 33	7948	Huntington Creek Ln
Lot 34	7952	Huntington Creek Ln
Lot 35	7956	Huntington Creek Ln
Lot 36	7960	Huntington Creek Ln
Lot 37	7964	Huntington Creek Ln
Lot 38	7968	Huntington Creek Ln
Lot 39	7972	Huntington Creek Ln
Lot 40	7976	Huntington Creek Ln
Lot 41	7980	Huntington Creek Ln

Block "H"

Lot 1	7953	Huntington Creek Ln
Lot 2	7941	Huntington Creek Ln
Lot 3	7937	Huntington Creek Ln
Lot 4	7933	Huntington Creek Ln
Lot 5	7929	Huntington Creek Ln
Lot 6	7925	Huntington Creek Ln
Lot 7	7921	Huntington Creek Ln
Lot 8	7917	Huntington Creek Ln
Lot 9	7913	Huntington Creek Ln
Lot 10	7909	Huntington Creek Ln
Lot 11	7905	Huntington Creek Ln
Lot 12	7901	Huntington Creek Ln

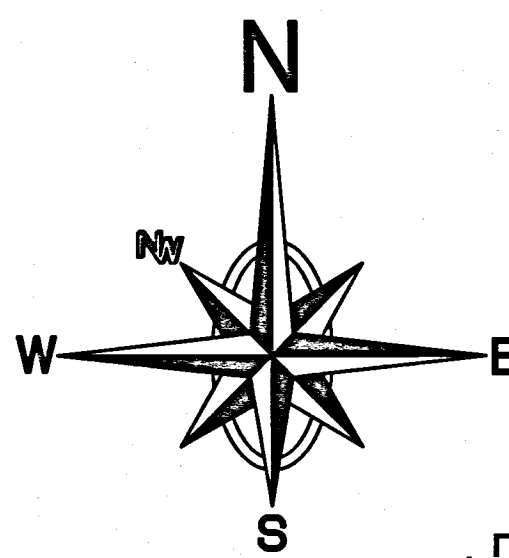
Block "I"

Lot 1	7981	Huntington Creek Ln
Lot 2	7975	Huntington Creek Ln

PAGE

REPLAT OF HUNTINGTON CREEK THIRD ADDITION

BEING LOTS 1-6, BLOCK H OF HUNTINGTON CREEK THIRD ADDITION,
RECORDED AT PLAT BOOK 19, PAGES 56 & 56A.
ALSO BEING A SINGLE FAMILY RESIDENTIAL SUBDIVISION
LOCATED IN A PORTION OF SECTION 17,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FUTURE LAND USE: MU-S
CURRENT ZONING: MDR
OCTOBER, 2020



CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C1B	33.47'	75.00'	25°15'15"	17.29'	33.66'	S71°25'07"E
C1A	66.53'	75.00'	66°06'10"	48.60'	61.61'	S25°23'25"E
C20	80.81'	75.00'	61°43'52"	44.83'	76.45'	N23°12'16"W

7
8
17
18
BEULAH ROAD (50' R/W)
WEST LINE OF SECTION 17...

SOUTH LINE OF SECTION 8...
NORTH LINE OF SECTION 17...
POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 17...
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA.

THOROUGHGOOD ROAD
50' PUBLIC RIGHT-OF-WAY

LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12

TWIN SPIRES PLANTATION
PLAT BOOK 18, PAGE 31 AND 31A
BLOCK "C"

GULF POWER COMPANY EASEMENT (200' WIDE)
O.R. BOOK 856, PAGE 386
5' SIDEWALK EASEMENT
R/W

NOT INCLUDED
IN THIS PLAT

NOT INCLUDED
IN THIS PLAT

BLOCK "F"

HUNTINGTON CREEK BOULEVARD
50' PRIVATE R/W PRIVATE 80' UTILITY & SIDEWALK EASEMENT
PLAT BOOK 19 PAGE 54 AND 54A

(PRIVATE)
PARCEL "D"
DRY RETENTION POND
1.18 ACRES
(EXISTING)

UNPLATTED

BLOCK "G"

LOT 1
LOT 2
LOT 3
LOT 4

HUNTINGTON CREEK FIRST ADDITION
PLAT BOOK 18 PAGES 54 AND 54A

COMMON AREA 0.16 ACRES

PRIVATE PARCEL "E" 0.16 ACRES

PRIVATE PARCEL "F" 0.16 ACRES

PRIVATE PARCEL "G" 0.16 ACRES

PRIVATE PARCEL "H" 0.16 ACRES

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18703

Growth Management Report 7. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/15/2020

Issue: Schedule of Public Hearings

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

November 5, 2020

A. 5:48 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (second of two public hearings)

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

B. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2020-02 - 951 Dog Track Road (second of two public hearings)

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

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18709

County Administrator's Report 7. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/15/2020

Issue: Disposition of Property

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property 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 the equipment described and listed on the Request Form, with reason for disposition stated. The Request Form has been signed by all applicable authorities.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property Form

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-18716

County Administrator's Report 7. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/15/2020

Issue: Request for Disposition of Property

From: Kris Blom, IT Supervisor

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Disposition of Property for the Office of the State Attorney - Kris Blom, IT Supervisor, Office of State Attorney

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

BACKGROUND:

IT Equipment purchased from Article five funding by Office of State Attorney.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Kris Blom, IT Supervisor, Office of State Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Recommend Escambia County pick up items for disposal. Please coordinate with Kris Blom.

Attachments

[osa-disposal-forms20](#)

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: _____ COST CENTER NO: 410306

Kris Blom _____ DATE: 10/2/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E53924	Lexmark Printer	992B6CD	T634	05	Obsolete
Y	E55968	Proimage XL Poster Printer	VQPM36070102107	Varquest 3600	07	Obsolete
Y	E56023	Sharp Fax	18383	FO-DC535	07	Obsolete
Y	E58570	Dell Laptop	HTCT1M1	Latitude E6500	10	Obsolete
Y	E58849	Ricoh Copier	V12057000374	MPC4000	10	Obsolete
Y	E59016	Dell Laptop	FXXV2M1	Latitude E6510	11	Obsolete

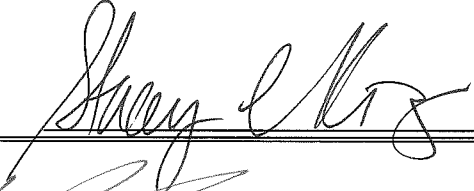
Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician):

Stacey King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 10/2/2020 Information Technology Technician Signature: 

Date: 10/2/2020

FROM: Escambia County Department Director (Signature):

Director (Print Name): Kris Blom

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

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

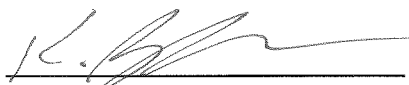
TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: _____ COST CENTER NO: 410306

Kris Blom

DATE: 10/2/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E59433	Dell Laptop	8QLKBS1	Latitude E6520	12	Obsolete
Y	E59435	Dell Laptop	1QLKBS1	Latitude E6520	12	Obsolete
Y	E60695	Muratec Printer	DD135120073019	3530	13	Obsolete
Y						Obsolete
Y						Obsolete
Y						Obsolete

Disposal Comments: _____

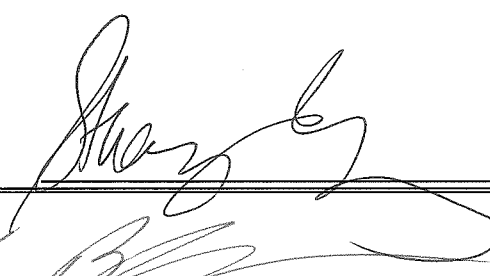
INFORMATION TECHNOLOGY (IT Technician):

Stacey King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 10/2/2020 Information Technology Technician Signature: 

Date: 10/2/2020

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Kris Blom

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-18536

County Administrator's Report 7. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/15/2020

Issue: Certificates of Public Convenience and Necessity for Advanced and/or Basic Life Support Services in Escambia County

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, with noted limitations, to Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, d/b/a Air Methods Corporation, Shands Teaching Hospitals d/b/a UF Health ShandsCair, Med-Trans d/b/a ShandsCair and Sacred Heart Children's Hospital, effective January 1, 2021, through December 31, 2021; and

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

BACKGROUND:

In accordance with Florida Statutes, Chapter 401, and County Ordinance 2009-37, Emergency Medical Service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, d/b/a Air Methods Corporation, Shands Teaching Hospitals d/b/a UF Health

ShandsCair and Sacred Heart Children's Hospital Neonatal and Pediatric Transport Van currently hold a Certificate of Public Convenience and Necessity, and have requested renewal. Ordinance 2009-37 authorizes the Board to issue renewals of the certificates when such are found to be of public convenience and necessity.

Following are descriptions of the five providers, the unique service each offers, which provides public convenience and necessity, and their coverage area within the County:

1. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers;
2. Lifeguard Ambulance Service of Florida, LLC, provides BLS non-emergency transports to all of Escambia County;
3. Lifeguard Ambulance Service of Florida, LLC, provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as, provides out-of-County ambulance transports in support of its air operations;
4. Rocky Mountain Holdings, LLC d/b/a Air Methods Corporation provides ALS air response transportation to the entire area of Escambia County. Air Methods is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients;
5. Shands Teaching Hospitals d/b/a UF Health ShandsCair provides ALS response and transportation of critically ill neonatal (newborn infants) and Pediatric Transport in the entire area of Escambia County; and
6. Med-Trans d/b/a ShandsCair provides ALS response air response transportation to the entire area of Escambia County. ShandsCair is a support agency to Escambia County Public Safety/(EMS) and is primarily used for rapid response and transportation of critically ill or injured patients;
7. Sacred Heart Children's Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

COPCNs for 2021

PUBLIC SAFETY BUREAU
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2021

Date of Expiration December 31, 2021
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide

Basic Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide BLS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2021

Date of Expiration December 31, 2021
(Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2021

Date of Expiration December 31, 2021
(Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Rocky Mountain Holdings, LLC, dba Air Methods Corporation has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS Transport, ALS transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2021

Date of Expiration December 31, 2021

(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when requested by Escambia County Communications Dispatch or Emergency Medical Services on-scene paramedic or as listed in special operating procedures agreed to by Escambia County Emergency Medical Services and Air Methods Corporation.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Shands Teaching Hospitals d/b/a UF Health ShandsCair has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2021

Date of Expiration December 31, 2021
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Med-Trans Corporation d/b/a ShandsCair has requested authorization to provide Advanced Life Support air services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2021 Date of Expiration December 31, 2021
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Helicopter Transport Only

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide
Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to
the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-
66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide ALS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2021 Date of Expiration December 31, 2021
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18578

County Administrator's Report 7. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/15/2020

Issue: Traffic Restrictions - Speed Limitations - Stefani Road

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Traffic Restrictions - Speed Reduction on Stefani Road from West Ten Mile Road to West Roberts Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the filing of new traffic restrictions - speed reduction - per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed reduction on Stefani Road from West Ten Mile Road to West Roberts Road; and

B. Authorize the Chairman to sign the Resolution.

Fund 175	Transportation Trust Fund	211201	53401	Sign Installations
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Stefani Road is located in Commission District 5.

BACKGROUND:

County staff received complaints regarding the speed limit on Stefani Road from West Ten Mile Road to West Roberts Road. As a result, studies were performed, and staff concluded that reducing the established speed limit of 40 miles per hour (mph) to 35 mph on Stefani Road from West Ten Mile Road to West Roberts Road was reasonable. This corridor is consistently residential in nature with large lots and driveway spacing consistent with the section south of West Ten Mile Road. Reducing the speed limit on Stefani Road from West Ten Mile Road to West Roberts Road from 40 mph to 35 mph will create a consistent speed limit and

expectation on Stefani Road within this residential community.

The Board is authorized under Sections 316.006(3)(a)(b), 316.008(1)(j), and 316.555 of the Florida Statutes (2009) to establish regulations on County roadways and streets. Volume 1, Chapter 94, Articles I and II of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic, vehicles, and parking on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Fund 175	Transportation Trust Fund	211201	53401	Sign Installations
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LEGAL CONSIDERATIONS/SIGN-OFF:

Escambia County Attorney's Office has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board is authorized under Sections 316.006(3)(a)(b), 316.008(1)(j), and 316.555 of the Florida Statutes (2009) to establish regulations on County roadways and streets. Volume 1, Chapter 94, Articles I and II of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic, vehicles, and parking on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

IMPLEMENTATION/COORDINATION:

The speed limit signs have been installed at all locations. Upon BCC approval, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Resolution

Location Map

RESOLUTION NUMBER R2020-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON
STEFANI ROAD; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County staff conducted an evaluation of Stefani Road that was consistent with §316.189(2)(a), Florida Statutes, and staff concluded reducing the established speed limit of 40 miles per hour (MPH) on Stefani Road was reasonable and necessary as this corridor is residential in nature with large lots and driveway spacing consistent with the section south of W. Ten Mile Road; and

WHEREAS, reducing the speed limit on Stefani Road (W. Ten Mile Road to W. Roberts Road) from 40 MPH to 35 MPH will create a consistent speed limit within this residential community.

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

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

SECTION 2. The Board has concluded it is reasonable and necessary to reduce the maximum speed on Stefani Road from W. Ten Mile Road to W. Roberts Road from 40 MPH to 35 MPH.

SECTION 3. Transportation & Traffic Operations staff has placed signs in conspicuous locations on Stefani Road that reflect the maximum speed limitation established herein.

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

ADOPTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

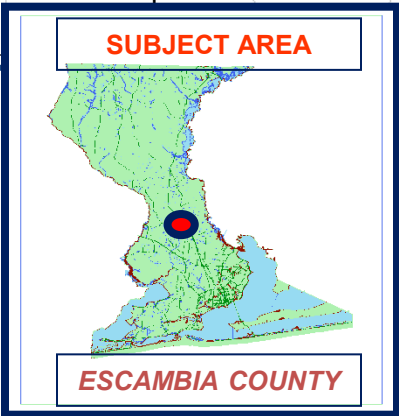
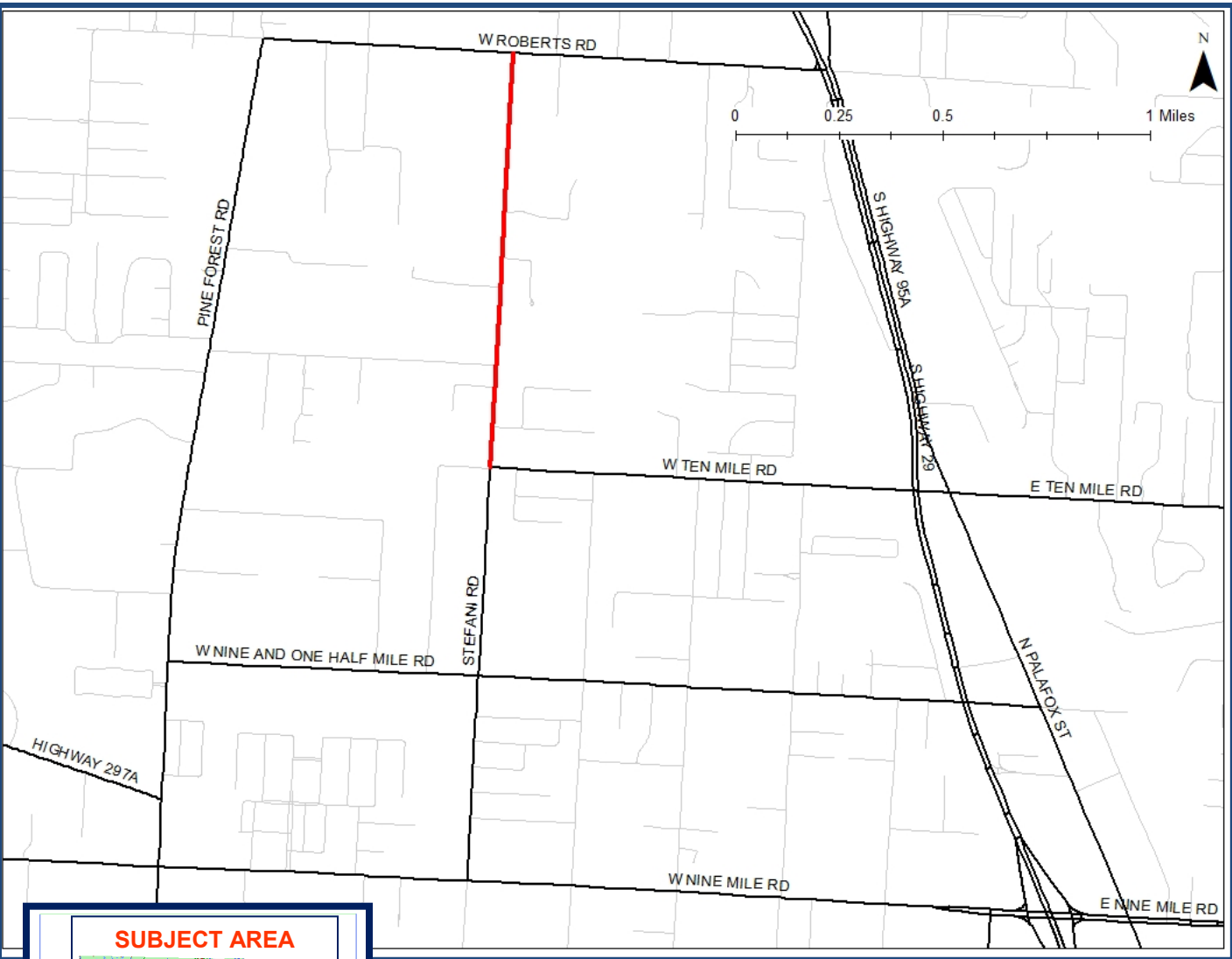
By: _____
Deputy Clerk

Date: 10-02-2020

LOCATION MAP

SPEED LIMIT REDUCTION FROM 40MPH TO 35MPH

STEFANI ROAD (W. TEN MILE RD – W. ROBERTS RD.)





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18726

County Administrator's Report 7. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval of Library Services Database and Software Services Agreements/Contracts

From: TODD HUMBLE, Library Services Director

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of Library Services Database and Software Services Agreements and Contacts - Todd Humble, Library Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County to continue and/or renew Contractual Agreements and licenses totaling \$227,105.61, representing all software and database providers utilized to provide library services to the citizens of Escambia County.

Database/Software	Cost	Renewal Date	
Adobe	\$1,498.00	Upon approval	Creative Suite License subscription for Photoshop and other Adobe programs
ALLDATA LLC	\$975.00	12/31/2020	Online access to automotive repair, maintenance and diagnostic manuals
ArchiveSocial	\$4,788.00	Upon approval	Continuous archival of social media records/month (unlimited accounts)
Authorize.net	\$550.00	Upon approval	Credit card payment system for Integrated Library System
Envisionware	\$6,323.45	Upon approval	Maintenance renewal for patrons' access to printing, scanning and fax services

Infobase - Films Media Group Just for Kids	\$1,200.00	Upon approval	Access to educational video streaming for children with videos, songs, and readalongs
Library Ideas Rocket Languages	\$750.00	Upon approval	Access to online language learning course website
MorningStar	\$2,516.00	1/2/2021	Access to financial information, stock market analysis and investment resource
OCLC			Subscription plans for:
Cataloging and Metadata	\$20,920.80	Upon approval	Catalog records and Platform for borrow books and movies from other libraries across the United States. (Paid \$2,621.67 monthly until new ILL services completed)
WorldShare InterLibrary Loan (ILL)	\$10,534.44	Upon approval	
Web Dewey	\$745.92	11/1/2020	Online cataloging tool for editing records
OCLC subtotal =	\$32,201.16		
PLAN (Panhandle Library Access Network)			
DLLI	\$3,750.00	11/1/2020	Courier service for items borrowed from other Florida libraries
Membership	\$4,000.00	11/1/2020	Consortium membership fee required to utilize regional resource sharing
OverDrive	\$29,960.46	11/1/2020	New eBook, eAudiobook, and eMagazine platform and content
Zinio	\$4,950.00	Upon approval	Provides patrons access to eBooks, eAudiobooks, and eMagazines
Zinio Collection Title	\$3,260.46	11/1/2020	
PLAN Subtotal =	\$45,920.92		
ProQuest			
Pensacola Historical Collection	\$5,512.50		Full-text access to Pensacola News Journal 1999 - present
Pensacola Recent Collection	\$2,610.64		Full-text access to Pensacola News Journal 1999 - present
Heritage Quest Online and Ancestry Library	\$18,5180.20	Upon approval	Access to genealogical research websites
ProQuest Subtotal =	\$26,641.34		

Reference USA Package	\$6,500.00	Upon approval	Provides patrons online access to expanded listings for businesses, residences and health care facilities that includes demographic, financial, and specific market information
Business			
White Pages			
Health Care			
New Business			
Consumer			
Job Search			
Security Engineering	\$3,910.20	Upon approval	Monitoring services all locations
Shutterstock INC	\$1,226.00	Upon approval	Stock photos for marketing
Tech Logic			RFID reading software, hardware, inventory devices, and security gates
Software annual support	\$14,748.00	Upon approval	
Technology Integration Group	\$1,793.10	Upon approval	1-year renewal Firewall Support for Children's Internet Protection Act (CIPA) compliance
The Library Corporation (TLC)	\$48,249.00	Upon approval	Annual support of Integrated Library System - Provides all circulation, checkout, and cataloging
Tumbleweed Press			Provides patrons website access to read along story books for children
TumblePremium	\$3,355.80	Upon approval	
TumbleBookCloud Deluxe	\$2,348.64	Upon approval	
World Book			Provides patrons website access to online encyclopedia, articles, and non-fiction ebooks
Online-Premium plus with eBook Suite	\$16,875.00	Upon approval	
ZooBean Beanstack	\$4,736.00	3/11/2021	Database for tracking reading for Summer Reading Club and other challenges

[Funding Source: Library Fund 113 Cost Center 110501 Operating Expenses 55401]

BACKGROUND:

All software and databases utilized to provide library resources and services for citizens to use are included in this request. As per BCC request, ALL software regardless of cost is included in this Recommendation.

BUDGETARY IMPACT:

Funding Source: Library Fund 113 Cost Center 110501 Operating Expenses 55401

Books/Publications/Subscriptions/Memberships -- the total is comprised of the following software and database providers:

Database/Software	Cost	Renewal Date			
Adobe	\$ 1,498.00	upon approval		Creative Suite License subscription for Photoshop and other Adobe programs	
ALLDATA LLC	\$ 975.00	12/31/2020		Online access to automotive repair, maintenance and diagnostic manuals	
ArchiveSocial	\$ 4,788.00	upon approval		Continuous archival of social media records/month (unlimited accounts)	
Authorize.net	\$ 550.00	upon approval		Credit card payment system for Integrated Library System	
Envisionware				Maintenance renewal for patrons' access to printing, scanning and fax services	
	\$ 6,323.45	upon approval			
Infobase - Films Media Group				Access to educational video streaming for children with videos, songs, and readalongs	
Just for Kids	\$ 1,200.00	upon approval			
Library Ideas				Access to online	

Rocket Languages	\$ 750.00	upon approval	language learning course website
MorningStar	\$ 2,516.00	1/2/2021	Access to financial information, stock market analysis and investment resource
OCLC			Subscription plans for:
Cataloging and Metadata	\$ 20,920.80	upon approval	Catalog records and Platform for borrow books and movies from other libraries across the United States. (Paid \$2,621.67 monthly until new ILL services completed)
WorldShare InterLibrary Loan (ILL)	\$ 10,534.44	upon approval	
Web Dewey	\$ 745.92	11/1/2020	Online cataloging tool for editing records
OCLC subtotal=	\$ 32,201.16		
PLAN (Panhandle Library Access Network)			
DLLI	\$3,750.00	11/1/2020	Courier service for items borrowed from other Florida Libraries
Membership	\$4,000.00	11/1/2020	Consortium membership fee required to utilize regional resource sharing
OverDrive	\$29,960.46	11/1/2020	New eBook, eAudiobook, and eMagazine platform and content
Zinio	\$ 4,950.00	upon approval	Provides patrons access to eBooks, eAudiobooks, and eMagazines
Zinio Collection Title	\$ 3,260.46	11/1/2020	
PLAN Subtotal=	\$45,920.92		
ProQuest			
Pensacola Historical Collection	\$ 5,512.50		Full-text access to Pensacola News Journal 1999 - present
Pensacola Recent Collection	\$ 2,610.64		Full-text access to Pensacola News Journal 1999 - present

Heritage Quest Online	\$ 18,518.20	upon approval		Access to genealogical research websites		
and Ancestry Library						
ProQuest Subtotal=	\$ 26,641.34					
Reference USA Package	\$ 6,500.00	upon approval		Provides patrons online access to expanded listings for businesses, residences and health care facilities that includes demographic, financial, and specific market information		
Business						
White Pages						
Health Care						
New Business						
Consumer						
Job Search						
Security Engineering	\$ 3,910.20	upon approval		Monitoring services all locations		
Shutterstock INC	\$1,226.00	upon approval		Stock photos for marketing		
Tech Logic				RFID reading software, hardware, inventory devices, and security gates		
Software annual support	\$14,748.00	upon approval				
Technology Integration Group	\$ 1,793.10	upon approval		1 year renewal Firewall Support for Children's Internet Protection Act (CIPA) compliance		
The Library Corporation (TLC)	\$ 48,249.00	upon approval		Annual support of Integrated Library System - Provides all circulation, checkout, and cataloging		
Tumbleweed Press				Provides patrons website access to read along story books for children		
TumblePremium	\$ 3,355.80	upon approval				
TumbleBookCloud Deluxe	\$ 2,348.64	upon approval				
World Book				Provides patrons website access to online encyclopedia, articles, and non-fiction ebooks		
Online-Premium plus with eBook Suite	\$ 16,875.00	upon approval				
ZooBean Beanstack	\$ 4,736.00	3/11/2021		Database for tracking		

				reading for Summer Reading Club and other challenges	

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal has reviewed terms of service and determined legally sufficient.

PERSONNEL:

Library personnel will initiate and/or renew the Contracts with these providers as per purchasing procedures.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida. Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Library Services Department will renew or initiate the Contractual Agreements with the software and/or database providers.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18678

County Administrator's Report 7. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval to Issue Fiscal Year 2020/2021 Purchase Orders in Excess of \$25,000

From: TODD HUMBLE, Library Services Director

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2020/2021 Purchase Orders in Excess of \$25,000 - Todd Humble, Library Services Department Director

That the Board, for Fiscal Year 2020/2021, approve the issuance of an individual Purchase Order, in excess of \$25,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the Library Services Department as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations-Contractual Services) Amount: \$350,000	\$350,000	PD 17-18.014

BACKGROUND:

The issuance of these Purchase Orders is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the budget under Library Fund (113), Operations (110501), Other Contractual Services (53401).

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations-Contractual Services) Amount: \$350,000	\$350,000	PD 17-18.014

LEGAL CONSIDERATIONS/SIGN-OFF:

All Library Services Contracts are reviewed by the County Attorney's Office.

PERSONNEL:

Library accounting staff will submit Purchase Orders to Purchasing upon Board approval.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida. Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Library Services Department will be able to move forward on purchases of goods and services needed to provide library services to the citizens of Escambia County for Fiscal Year 2020/2021.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18714

County Administrator's Report 7. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: New Fiscal Year Purchase Orders 2020/2021

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2020/2021 Purchase Orders, within and in excess of \$25,000 - Janice P. Gilley, County Administrator

That the Board, for the Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, within and in excess of \$25,000, based upon current and previously awarded Contracts, Contractual Agreements, or annual requirements for County Administration and the Board of County Commissioners.

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
Blue Arbor, Inc. Vendor # 023818 Temporary Service	001/110101/53401 -District 1	\$20,000	PD 17-18-.055
	001/110101/53401 -District 2	\$20,000	
	001/110101/53401 -District 3	\$20,000	
	001/110101/53401 -District 5	\$20,000	
	001/110302/53401	\$30,000	
	001/110304/53401	\$70,000	
	001/120101/53401	\$20,000	
	001/380201/53401	\$14,800	
CPC Office Technologies Vendor # 425634 Copier/Maintenance	001/110201/54601	\$12,000	PD 18-19.101

EEG Enterprises Vendor # 042853 Automated Captioning	001/150102/53101	\$10,000	
Municipal Code Corporation Vendor # 135218 Municode Codes	001/110201/54908	\$15,000	
Staples Advantage Vendor # V0000101 Office Supplies	001/110101/55101	\$2,500	Contract 010615-SCC
	001/110302/55101	\$4,000	
	001/110304/55101	\$1,000	
	001/120101/55101	\$400	
	001/130101/55101	\$400	

BACKGROUND:

The County Administration Department has blanket and/or individual Purchase Orders that are necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County. Issuance of these blanket and/or individual Purchase Orders are dependent upon adoption of the proposed Fiscal Year 2020/2021 Budget.

BUDGETARY IMPACT:

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
Blue Arbor, Inc. Vendor # 023818 Temporary Service	001/110101/53401 -District 1	\$20,000	PD 17-18-.055
	001/110101/53401 -District 2	\$20,000	
	001/110101/53401 -District 3	\$20,000	
	001/110101/53401 -District 5	\$20,000	
	001/110302/53401	\$30,000	
	001/110304/53401	\$70,000	
	001/120101/53401	\$20,000	
	001/380201/53401	\$14,800	
CPC Office Technologies Vendor # 425634 Copier/Maintenance	001/110201/54601	\$12,000	PD 18-19.101
EEG Enterprises Vendor # 042853 Automated Captioning	001/150102/53101	\$10,000	
Municipal Code Corporation Vendor # 135218 Municode Codes	001/110201/54908	\$15,000	
Staples Advantage Vendor # V0000101 Office Supplies	001/110101/55101	\$2,500	Contract 010615-SCC

	001/110302/55101	\$4,000	
	001/110304/55101	\$1,000	
	001/120101/55101	\$400	
	001/130101/55101	\$400	

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue blanket and/or individual Purchase Orders as soon as possible after Board Approval, in accordance with the adopted Fiscal Year 2020/2021 Budget.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18440

County Administrator's Report 7. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval to Issue Fiscal Year 2020/2021 Purchase Orders in Excess of \$25,000

From: TONYA ELLIS, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year Purchase Orders, in Excess of \$25,000, for the Mass Transit Department - Tonya Ellis, Mass Transit Department Director

That the Board, for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000 based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Mass Transit Department, as follows:

	Vendor / Contractor	Amount	Contract Number
A	Auto, Truck, & Industrial - NAPA Vendor Number: 015006 Bus Parts Fund: 104 Cost Centers: 320407 and 320404	\$65,000	Blanket Purchase Order
B	Auto, Truck & Industrial - NAPA Vendor Number: 015006 Lubricants, Grease and Anti-Freeze Fund: 104 Cost Centers: 320407, 320404	\$50,000	PD 18-19.038 BCC 06/20/19 Renewal BCC 07/02/20
C	Creative Bus Sales Vendor Number: 423758 Bus Parts Fund: 104 Cost Centers: 320407, 320404	\$55,000	Original Equipment Manufacturer (OEM)

D	Ward International Vendor Number: 230582 Proprietary Parts/Repairs for International Vehicles	\$120,000	Original Equipment Manufacturer (OEM)
E	Gillig, Inc. Vendor Number: 071399 Bus Parts Fund: 104 Cost Center: 320407	\$125,000	Original Equipment Manufacturer (OEM)
F	Jasper Engines Vendor Number: 091489 Bus Parts Fund: 104 Cost Centers: 320407, 320404	\$30,000	Blanket Purchase Order
G	ITL Solutions Vendor Number: 423758 Paratransit Services Fund: 104 Cost Center: 320406	\$2,828,112	PD 16-17.068
H	Pete Moore Chevrolet Vendor Number: 134701 Bus Parts Fund: 104 Cost Centers: 320404, 320407	\$75,000	Blanket Purchase Order
J	G&S Holdings DBA Empire Trucks Vendor Number: 050992 Bus Parts Fund: 104 Cost Center: 320407	\$40,000	Original Equipment Manufacturer (OEM)
K	Dave Howell Tires Vendor Number: 410486 Tires Fund: 104 Cost Centers: 320401, 320407, 320404	\$130,000	State Contract - 25172500 - WSCA - 15 - ACS

BACKGROUND:

The issuance of these Purchase Orders in October 2020, is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and Cost Centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code or Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over \$25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Mass Transit staff will submit requisitions to the Purchasing Department.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18721

County Administrator's Report 7. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval to Issue Fiscal Year 2020-2021 Purchase Orders in Excess of \$25,000

From: William Powell, Director, Corrections

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2020/2021 Purchase Orders, in Excess of \$25,000, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the Corrections Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A	Charles L. Hall Vendor Number 421147 GEB/ABE Instructor Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$36,000	Vendor Registry
B	Rayshell Fairley Vendor Number: 423308 GED/ABE Instructor Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$36,000	Vendor Registry

C	Justified Incarcerated Ministries Vendor Number: 422508 Chaplain Services Fund: 111 (Detention/Jail Commissary) Cost Center: 290406(Detention/Jail Commissary)	\$30,000	Vendor Registry
D	New Vision Worship Center of NWFL, Inc. Vendor Number: 141510 Chaplin Services Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$30,000	Vendor Registry

BACKGROUND:

The issuances of these Purchase Orders during the first few weeks of October 2020 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County through the Corrections Department.

BUDGETARY IMPACT:

Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406.

	Vendor/Contractor	Amount	Contract Number
A	Charles L. Hall Vendor Number 421147 GEB/ABE Instructor Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$36,000	Vendor Registry
B	Rayshell Fairley Vendor Number: 423308 GED/ABE Instructor Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$36,000	Vendor Registry
C	Justified Incarcerated Ministries Vendor Number: 422508 Chaplain Services Fund: 111 (Detention/Jail Commissary) Cost Center: 290406(Detention/Jail	\$30,000	Vendor Registry

	Commissary)		
D	New Vision Worship Center of NWFL, Inc. Vendor Number: 141510 Chaplin Services Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary)	\$30,000	Vendor Registry

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over \$25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue the Purchase Orders.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18705

County Administrator's Report 7. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval to Issue Fiscal Year 2020-2021 Purchase Orders in Excess of \$25,000

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2020-2021 Purchase Orders, in Excess of \$25,000, for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, for the Fiscal Year 2020-2021, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Public Safety Department as follows:

	Vendor Contractor	Amount	Contract Number
A.	Communications Engineering Services Vendor Number: 034300 Generator Repairs Fund: 143 Fire Services Cost Center: 330206 (Fire Rescue)	\$30,000	Blanket Purchase Order Preferred Vendor
B.	Communications Engineering Services Vendor Number: 034300 Generator Repairs Fund: 001 General Fund Cost Center: 330403 (Communications) Cost Center: 330402 Fund: 408 EMS Cost Center: 330302 (EMS)	\$55,000	Blanket Purchase Order Preferred Vendor

C.	Office Depot, Inc. Vendor Number: 150112 Office Supplies Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS) Cost Center: 330603 (EMS Billing) Fund: 001 General Fund Cost Center: 330402 (Emergency Mngt) Cost Center: 330403 (Communication)	\$35,000	City of Tamarac 19-12R
D.	Airgas, Inc. Vendor Number: 010366 Oxygen Fund: 408 Emergency Medical Services Cost Center: 330302 (EMS)	\$32,000	Blanket Purchase Order Preferred Vendor
E.	Emergency Systems Services, Inc. Vendor Number: 050908 Generator Repairs Fund: 143 Fire Services Cost Center: 330206 (Fire Rescue)	\$30,000	Blanket Purchase Order Vendor Registry
F.	Emergency Systems Services, Inc. Vendor Number: 050908 Generator Repairs Fund: 408 EMS Cost Center: 330302 (EMS) Fund: 001 General Fund Cost Center: 330402 (EM) Cost Center: 330403 (Comms)	\$30,000	Blanket Purchase Order Vendor Registry
G.	Municipal Emergency Services, Inc. Vendor Number: 135221 PPE Equipment Fund: 142 Fire Services Cost Center: 330206 (Fire)	\$150,000	PD 18-19.109
H.	Ten-8 Fire Equipment, Inc. Vendor Number: 200935 SCBA Repairs and Maintenance Fund: 143 Fire Services Cost Center: 330206 (Fire)	\$150,000	PD 18-19.003

I.	North American Fire Equipment Co., Inc. Vendor Number: 141740 Fire Equipment Fund: 143 Fire Department Cost Center: 330206 (Fire Rescue)	\$50,000	PD 18-19.003
J.	Zoll Data Systems, Inc. Vendor Number: 250204 EMS Billing Software/Custom Reports Fund: 408 EMS Cost Center: 330603(EMS Billing)	\$28,000	Original Equipment Manufacturer Maintenance Renewal
K.	Zoll Data Systems, Inc. Vendor Number: 250204 EMS Patient Software Fund: 408 EMS Cost Center: 330603(EMS)	\$24,700	Original Equipment Manufacturer Maintenance Renewal

BACKGROUND:

Issuance of the Purchase Orders during the month of October is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2020/2021 for consideration by the Board at its public hearings to be held in September. Issuance of the Purchase Orders is dependent upon adoption of the proposed Fiscal Year 2020/2021 budget at the second public hearing, scheduled for September 22, 2020.

BUDGETARY IMPACT:

Funds are available in the 2020/2021 Budget under General Fund (001), Cost Center 330402 Emergency Management and 330403 Communications; Emergency Medical Services Fund (408), Cost Center 330603 EMS Billing and 330302 EMS; Fire Services Fund (143), Cost Center 330206 Fire Rescue.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Public Safety Department will work with the Purchasing Office Staff to prepare Purchase Orders as needed.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18710

County Administrator's Report 7.7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Volunteer Firefighters Pay Instructions for Hurricane Sally

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pay Instruction for the Volunteer Firefighters that Participated in Hurricane Sally Fire Rescue Missions - Jason Rogers, Public Safety Department Director

That the Board take the following action:

A. Approve and authorize the Chairman to sign the Resolution authorizing Escambia County Fire Rescue to provide a disaster stipend payment, in the amount of \$200, to the Volunteer Firefighters, who worked during the declared State of Emergency for Hurricane Sally. Florida Governor Ron DeSantis declared a State of Emergency in two Counties on Monday, September 14, 2020; and,

B. Authorize the four employees that did not meet the minimum requirement of 72 hours but had worked 70 hours in support of Hurricane Sally Fire Rescue efforts to receive the stipend payment, in the amount of \$200.

BACKGROUND:

Florida Governor Ron DeSantis declared a State of Emergency in two Counties as Hurricane Sally emerged closer to land on Monday, September 14, 2020. Several Volunteer Firefighters mobilized to provide mutual aid to the County.

In keeping with the Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program, Section IV, A.3, Board Action is required for the Volunteer Firefighters to get paid a one-time supplemental stipend payment of \$200.

BUDGETARY IMPACT:

The estimated impact for all payments associated with this event is less than \$6,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office wrote the provided Resolution authorizing the Board of County Commissioners to approve the Disaster-Related pay associated with Hurricane Sally.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

VFF Disaster Stipend Resolution

RESOLUTION R2020-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA APPROVING A DISASTER STIPEND
PAYMENT TO VOLUNTEER FIREFIGHTERS WHO WERE CALLED TO
MAINTAIN EMERGENCY STAFFING DURING A DECLARED STATE OF
LOCAL EMERGENCY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on December 11, 2008, the Escambia County Board of County Commissioners previously adopted Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program authorizing payment of a stipend to volunteers who provide exceptional services to our local citizens; and

WHEREAS, pursuant to said guidelines, in the event of a declared state of local emergency, the Board may approve a one-time disaster stipend payment not to exceed \$500 for volunteer firefighters who are called to maintain full-time emergency staffing by the Fire Chief for a period of time not less than 72 hours; and

WHEREAS, on September 14, 2020, the Governor of Florida issued Executive Order 20-224, as amended by Executive Order 20-248, declaring a state of emergency in 14 Florida counties due to the imminent threat posed by Hurricane Sally; and

WHEREAS, due to the imminent threat posed by Hurricane Sally, on September 14, 2020, the Board of County Commissioners adopted Resolution R2020-124 declaring a state of local emergency for seven (7) days until September 21, 2020; and

WHEREAS, due to the continued threat posed by Hurricane Sally, the Board adopted Resolution R2020-127 extending the state of local emergency for seven (7) days through September 28, 2020; and

WHEREAS, the Board finds that authorizing a disaster stipend payment for volunteer firefighters who were called to maintain emergency staffing during a declared state of local emergency advances the public health, safety, and welfare.

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

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

Section 2. The Board of County Commissioners hereby authorizes the County Administrator, or designee, to approve a one-time disaster stipend payment in the amount of \$200 for volunteer firefighters who were called to maintain full-time emergency staffing by the Fire Chief for a period of time not less than 72 hours during the declared state of local emergency commencing on September 14, 2020.

Section 3. This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-07-2020



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18711

County Administrator's Report 7. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Temporary Staffing Modifications

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Temporary Staffing Modifications for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board approve and authorize Fire's Certified Paramedics to help staff the EMS unit posted 24/7 at Pensacola Beach. If any Fire personnel is utilized for the staffing of the EMS unit, they will be paid from EMS's Cost Center. Fire currently has 16 full-time and three part-time certified paramedics. The need for additional paramedics at the Pensacola Beach location is due to Hurricane Sally and the damage sustained to the three-mile bridge requiring employees to drive the additional distance to travel to the post location.

Vendor	Amount	Contract Number
Escambia County EMS Fund: 408 EMS	\$50,000 Estimated not to exceed	Inter-Fund Transfer

BACKGROUND:

As a result of Hurricane Sally and the damage sustained to the three mile bridge, access to Pensacola Beach has been limited with extended response times from the mainland. As a result, Public Safety has been discussing potential ways to resolve some of these response concerns. Currently Emergency Medical Services has assigned an ambulance to Pensacola Beach 24/7. Because of the extended commute to Pensacola Beach, staffing the unit with a paramedic every shift can be challenging. As a temporary measure, until the three mile bridge is capable of handling traffic, we are requesting authorization to utilize fire medics to fill the paramedic vacancy when EMS paramedics are not available. Only after offering the vacancy to all relief and full time EMS paramedics will the position be offered to fire paramedics. If the vacancy remains unfilled it will be offered to EMS

emergency medical technicians. The funding for fire medics will be provided by EMS.

BUDGETARY IMPACT:

	Vendor	Amount	Contract Number
	Escambia County EMS Fund: 408 EMS	\$50,000 Estimated not to exceed	Inter-Fund Transfer

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Only after offering the vacancy to all relief and full time EMS paramedics will the position be offered to fire paramedics. If the vacancy remains unfilled, it will be offered to EMS emergency medical technicians. These efforts will be coordinated between both EMS and Fire.

POLICY/REQUIREMENT FOR BOARD ACTION:

Due to the unprecedented request, Board Action is suggested.

IMPLEMENTATION/COORDINATION:

James Maddrey and Chief Williams will work with the Clerk's Office to ensure that all pay is within the appropriate Cost Center.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18723

County Administrator's Report 7. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Derelict Vessel Removal Grant Agreement (No. 20133) in the Amount of \$8,590 with the Florida Fish and Wildlife Conservation Commission

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Derelict Vessel Removal Grant, in the Amount of \$8,590, from the Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 20133 relating to the Derelict Vessel Removal Grant for Fiscal Year 2020 which provides up to \$8,590 in grant funding from FWC.

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

- Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."
- Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

Vendor/Contractor	Amount	Contract Number
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Florida Fish and Wildlife Conservation Commission Fund 110, Other Grants and Projects Cost Center 220339, Derelict Vessels Grant Fund 110, Other Grants and Projects Cost Center 220807, Vehicle Registration Fees	\$8,590	FWC 20133
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[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant; Fund 110, Other Grants and Projects, Cost Center 220807, Vehicle Registration Fees]

BACKGROUND:

Florida Fish and Wildlife Conservation Commission (FWC) announced a Derelict Vessel Removal Funding Opportunity Grant to fund removal of vessels that have been declared “derelict” by law enforcement officers pursuant to Florida Statutes. Escambia County Department of Natural Resources Management Marine Resources Division (MRD) has identified the 33ft motor-vessel *Slainte Mhath* that recently sank in Bayou Chico, and has requested and received a declaration of “derelict” status by FWC.

MRD has obtained five written price quotes (lowest price \$8,590) for removal and transport of the *Slainte Mhath* to Perdido Landfill for disposal. MRD submitted a Grant application to FWC to fund the \$8,590 cost of removal and transport of *Slainte Mhath* to Perdido Landfill. Landfill tipping fee will be funded by the County portion of Vessel Registration Fees.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Florida Fish and Wildlife Conservation Commission Fund 110, Other Grants and Projects Cost Center 220339 Derelict Vessels Grant Fund 110, Other Grants and Projects Cost Center 220807, Vehicle Registration Fees	\$8,590	FWC 20133

Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant; Fund 110, Other Grants and Projects, Cost Center 220807, Vehicle Registration Fees

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement was reviewed by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

No additional impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

The Department of Natural Resources Management, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement and derelict vessel removal and disposal.

Attachments

FWC 20133

Quotes

Request for Quotes

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AGREEMENT NO. 20133

CFDA Title(s): N/A	CFDA No(s): N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	Federal Award Year(s): N/A
Federal Award Name(s): N/A	
CSFA Title(s): Derelict Vessel Removal Grant	CSFA No(s): 77005
State Award No(s): 20133	State Award Year(s): 2019-2020
State Award Name(s): Escambia County Derelict Vessel Removal Project	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and Escambia County BOCC, FEID # 59-6000598, whose address is 3363 West Park Place, Pensacola, Florida 32505, hereinafter “**Grantee**.”

WHEREAS, the Commission and Grantee have partnered together to remove derelict vessels from the waters of the state; and,

WHEREAS, Grantee has been awarded Bulk Derelict Vessel Removal Grant 20133; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission’s request for competitive or other grant proposals, the Grantee’s response is hereby incorporated by reference.

2. **PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2020. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$8,590.00.

B. Payments. The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:

Grant Manager
Phil Horning
Derelict Vessel Program Administrator
Fish and Wildlife Conservation Commission
620 S. Meridian Street, Room 235I
Tallahassee, Florida 32399
(850) 617-9540 Direct
(850) 488-9284 Fax
Phil.Horning@MyFWC.com

FOR THE GRANTEE:

Grant Manager
Mark Nicholas
Environmental Programs Manager
Escambia County BOCC
3363 West Park Place
Pensacola, Florida 32505
(850) 426-1257 Office
Fax N/A
manicholas@Myescambia.com

11. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

- E. Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

- A. Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.”
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee’s or subcontractor’s employees whose qualifications or performance, in the Commission’s judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors. Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Vendors on Scrutinized Companies List.

- i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. Discriminatory Vendors. Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings. Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

- A.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- B.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.”** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies 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; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
 - i. Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
 - ii. Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

- K. Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- C. Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

- E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOCC**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

SIGNATURE _____

Name: Steven BarryTitle: Chairman

Date: _____

ATTEST:

By: _____
 Pam Childers
 Clerk of the Circuit Court

(SEAL) Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACADate: 09-28-2020

SIGNATURE _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:*Brandy E. Elliott*

SIGNATURE _____

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts
Exhibit	1	Federal and State Funding Detail
Attachment	C	Cost Reimbursement Contract Payment Requirements
Attachment	D	Derelict Vessel Removal Best Management Practices
Attachment	E	Letter of Return on Investment for the State
Attachment	F	Sample Invoice Form
Attachment	G	Monthly Progress Report
Attachment	H	Certificate of Completion

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Derelict Vessel Removal Project	FWC Contract No.	20133
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1. PROJECT DESCRIPTION

- A. Purpose:** The purpose of this project is to remove and dispose of one derelict vessel from the public waters of the state within the jurisdiction of Escambia County, Florida.
- B. Project Benefits:** The removal and disposal of these derelict vessels will improve boating safety by removing hazards to navigation. This project will also help to restore sensitive marine resources and improve water quality.

2. DELIVERABLE(S) Removal and disposal of 1 derelict vessel from the public waters of the State

- A. Tasks:** The Grantee shall provide all labor, equipment, and materials to remove the derelict vessels listed below from the public waters of the state within the jurisdiction of Escambia County and properly dispose of the vessels in the designated disposal location:

- 1) FWNW20OFF010805
Description: White 33' Chris Craft Cabin Cruiser, Reg: FL7763NG
HIN: CCH08266M78I
Location: 30 24.324(N) / 087 15.486(W) / Bayou Chico
Disposal: Landfill

- B. Documentation used as evidence of performance:** The Grantee shall provide to the Commission a Final Disposition Report. This report shall contain the list of all derelict vessels removed, the disposition of each derelict vessel, and photographs that document the condition of each vessel prior to removal, the removal process for each vessel, and the final disposition of each vessel.

3. FINANCIAL CONSEQUENCES

The Commission may restrict payment of any or all costs for failure to complete the project as described herein within the timeframe allowed, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to FWC on or before December 31, 2020, before close of business may jeopardize payment of funds to the Grantee per the agreement.

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Derelict Vessel Removal Project	FWC Contract No.	20133
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4. PERFORMANCE

- A. Acceptance of Agreement:** The Grantee will accept the agreement, and have it signed and returned to the Commission within 30 days of receipt. Failure to have the agreement returned within the specified time will render the agreement null and void. In some cases, the Commission will allow a modified return time with prior notice and approval from the Commission's Contract Manager.
- B. Commencement of Work:** The Grantee shall commence work on the overall project as soon as notified by the Commission of the agreement execution. Failure by the Grantee to execute the work within 60 days of agreement execution shall result in the agreement being null and void, unless prior approval for a delay is granted by the Commission's Contract Manager.
- C. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee has already included in the application the quote provided by the contractor chosen for the task and the Commission will pay to the Grantee 100 percent of the quoted price for each task or 100 percent of the actual cost if less than the quoted price. The Grantee will ensure that the selected contractor has adequate insurance and is qualified to do the work. A copy of the state's Derelict Vessel Removal Best Management Practices, attached as Attachment D, will provide guidance as to whether or not the selected contractor is qualified to do the work.
- D. Closeout:** Final receipts with required evidence of completion will be received by the Commission's Contract Manager no later than December 31, 2020.

5. COMPENSATION AND PAYMENT

- A. Compensation:** For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$8,590.00. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the removal and disposal of vessels within the project.
- B. Cost Share:** The Grantee is not required to provide any cost share of the total cost of the project as indicated in the FWC Derelict Vessel Removal Grant Guidelines. The total compensation by the Commission shall be \$8,590.00 or 100% of the total cost for the project, whichever is less.
- C. Salvage Value:** The Grantee shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, not used in the construction of a

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Derelict Vessel Removal Project	FWC Contract No.	20133
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permitted artificial reef site, excluding the hull. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed from public waters. The salvage value of each vessel shall be deducted by the Grantee when determining the reimbursement request for the removal and disposal costs for each derelict vessel. Vessel hulls must be destroyed and not salvaged in whole. All salvaged materials from such vessels must be removed from the vessels before being sold for salvage. By law, such salvage values must offset the cost of removal to be allowed.

- D. Forms and Documentation:** The Grantee shall be reimbursed on a cost reimbursement basis in accordance with 2011 Reference Guide for State Expenditures attached hereto and made a part hereof as Attachment C.

The request for reimbursement shall include an invoice in a format similar to Attachment F, Sample Invoice Form, which shall include the FWC Agreement Number, the Grantee's Federal Employer Identification (FEID) Number, and the dates of service. The invoice shall be accompanied by Attachment H: Certificate of Completion, photographs to document project **removal and destruction** completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

6. MONITORING

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission in its sole discretion determines that the Grantee failed to meet any of the terms or conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the terms of the Agreement.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the removal of project vessels. The Grantee shall notify the Commission's Contract Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Contract Manager, or designee, shall inspect the work accomplished on the project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment. All derelict vessel removal sites will be inspected by a Commission officer to verify the complete removal of the vessel as described in the Agreement.
- C. Project Progress Reports:** The Grantee shall submit to the Commission, on a monthly basis, project progress reports outlining the progress of the project, and identifying any problems that may have arisen and actions taken to correct such problems. Such reports shall be submitted on the Project Monthly Progress Report Form attached hereto and made a part hereof as

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Derelict Vessel Removal Project	FWC Contract No.	20133
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Attachment G. Reports are due to the Commission's Contract Manager by the 15th of the month immediately following the reporting period until the Certificate of Completion is submitted.

D. Best Management Practices: The Grantee shall ensure that the contractor chosen to complete the tasks as indicated in this Scope of Work are both able and instructed to follow state Derelict Vessel Removal Best Management Practices (BMPs), (Attachment D). Failure to follow these BMPs may subject both the contractor and the Grantee to State or Federal fines and penalties if it is shown that these practices were not followed.

E. Certificate of Completion: Upon completion of the Project, the Contract Manager for the Grantee shall sign a Certificate of Completion form, Attachment H, attached hereto and made a part hereof, that certifies the project was completed in accordance with this Scope of Work and the Agreement. For reporting purposes this project will be submitted to the Executive Office of the Governor, a Letter of Return on Investment for the State is attached hereto and made part thereof as Attachment E to this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

8. SUBCONTRACTS

No additional requirements. Refer to Section 14 of the Agreement.

9. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

10. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

11. RECORD KEEPING REQUIREMENTS

No additional requirements. Refer to Section 21 of the Agreement.

12. NON-EXPENDABLE PROPERTY

No additional requirements. Refer to Section 12 of the Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

No additional requirements. Refer to Section 12 of the Agreement.

Attachment B
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Grantee expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- G. If the Grantee expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, 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 Grantee's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **\$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Grantee expends less than **\$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **\$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:
<https://apps.fldfs.com/fsaa/>.
- E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:
1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**
 2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**
 3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment B -

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
	N/A	
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements
	N/A

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	CFDA Title	Amount of Matching Funds
	Total Matching Funds Associated with Federal Programs	N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
77.005	FWC Derelict Vessel Removal Grant Program	\$8,590.00
	Total State Awards	\$8,590.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77.005	Must adhere to FWC Derelict Vessel Removal Grant Program Guidelines (November 2019)

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating 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 contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

- (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 may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.



Best Management Practices for DV removal

Derelict Vessel Removal Process

Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time; the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

Derelict Vessel Removal (FDEP) Permit Exemption

An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at it current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330-051(5)(g)

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided:

1. The derelict vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;

2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and
3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

General Derelict Vessel Removal and Environmental Protection Best Management Practices

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. These BMP's will be incorporated into the contract for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be

installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.

7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
10. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load derelict vessels onto a barge and/or flat bed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in Item 6 below with pictures taken before, during and after removal. The Contractor will provide a daily written report of all removal activities.

b. For Derelict Vessels That Are Floating or Lightly Aground:

1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Derelict Vessels That Are Hard Aground:

1. The vessel is to be approached using shallow draft vessels.
2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Derelict Vessels Sunken in Shallow Water:

1. Install and inflate flotation bags as needed.
2. Lift the vessel with barge mounted crane or similar equipment.



Florida Fish and Wildlife Conservation Commission

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Robert A. Spottswood
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 Key West

Michael W. Sole
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 Tequesta

Rodney Barreto
 Coral Gables

Steven Hudson
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 Executive Director
Eric Sutton
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Thomas H. Eason, Ph.D.
 Assistant Executive Director

Jennifer Fitzwater
 Chief of Staff

Division of Law
 Enforcement
Colonel Curtis Brown
 Director

(850) 488-6251
 (850) 487-0463 FAX

*Managing fish and wildlife
 resources for their long-term
 well-being and the benefit
 of people.*

620 South Meridian Street
 Tallahassee, Florida
 32399-1600
 Voice: 850-488-4676

Hearing/speech-impaired:
 800-955-8771 (T)
 800 955-8770 (V)

MyFWC.com

To: FWC Contract 20133, Escambia County
 From: Phil Horning, Contract Manager
 RE: Return on Investment Reporting

This Memorandum is to document the Return of Investment reporting language as mandated and approved by Florida's Executive Office of the Governor, Office of Policy and Budget, in to FWC Contract 20133.

Return of Investment reporting:

The ultimate objective is for the vessel(s) to be removed from the water at the earliest possible time to prevent additional removal costs and potential damage by interfering with navigation or the environment. Removing vessels at the earliest possible time reduces the cost of removing vessels at a later time when they frequently sink or break apart thereby increasing removal costs. By eliminating these hazards from navigation, there is a reduced chance of injury or death associated with a collision between a boater and a derelict vessel thereby reducing risk to the boater, county and state.

Removing a greater number of derelict vessels reduces the number of environmental incidents of pollution caused by spilled fuels and oils and the leaching of caustic chemicals into the waters of the state. A reduction of derelict vessel damage to sea grasses, corals, and other benthic resources also increases value to our states natural resources and reduces restoration costs. Derelict vessels can also be a blight on working waterfronts, resort and residential areas. This blight can negatively affect the economy of these areas including use, sales and tourism.

Analysis at the program's conclusion will list the number of derelict vessels and/or total linear feet removed for both individual counties and the statewide total. The average cost for vessels removed and the average cost per linear foot will also be included. The report will measure the percentage of derelict vessels removed for both counties and the entire state based on the pre-program totals as listed in the Statewide Derelict Vessel Database.

INVOICE

Attachment F

Billed to:

Fish and Wildlife Conservation Commission
FWC Derelict Vessel Removal Grant Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Invoice No. 20133

Invoice Date:

FWC Contract #: FWC-20133
Amount of Grant Award: \$8,590.00

Remit payment to:

Grantee: Escambia County BOCC
FEID #: 59-6000598
Address: 3363 West Park Place
Pensacola, Florida 32505

Billing Period/Dates of Service:

From: _____
(Date Contactor Began Work)

To : _____
(Date Contractor Completed Work)

PROJECT COSTS:

In-kind Services – Non-cash expenses:	Amount
In-kind service: Administration	\$ N/A
In-kind service: Project Management	\$ N/A
In-kind service: Other	\$ N/A
Deliverables/Services Provided (Scope of Work) – Cash expenditures:	Amount
Vessel 1 FWNC20OFF010805 33' Chris Craft Cabin Cruiser, FL7763NG, Bayou Chico	\$ 8,590.00

Total Project Cost: \$8,590.00

Grantee Share (0%): – \$ N/A

Amount for Reimbursement: \$8,590.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____
Project Manager

Date: _____

**FLORIDA DERELICT VESSEL REMOVAL GRANT PROGRAM
PROJECT PROGRESS REPORT**

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # 20133

Reporting Period (Month/Year): _____
(Due 15 days after the end of each month)

Grantee: Escambia County BOCC

Project Title: Escambia County Derelict Vessel Removal Project

1. Describe progress of project, including percent completed for each task in the Scope of Work:

2. Is project currently on schedule for completion by Phase I due date? YES ☐ NO ☐

Anticipated Phase I completion date: _____

(If project is not on schedule, please explain any problems encountered and/or possible delays)

3. Reporting requirements: (Check all that have been submitted to date)

- ☐ Bid package
- ☐ Bid tabulation
- ☐ Progress photographs
- ☐ Final photographs
- ☐ Draft acknowledgement

Project Manager

Date

Print Name

Phone



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Derelict Vessel Removal Grant Program

CERTIFICATION OF COMPLETION STATEMENT

I, Mark Nicholas,

Representing Escambia County BOCC, do hereby certify that the FWC Derelict Vessel Removal Grant Program project funded by FWC Contract No.20133, has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature)

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____

Date: _____

Name: _____

Title: _____

Slainte Mhath

Vendor	Quote
Tow Boat US	\$ 8,590.00
Gulf Marine Constr	\$ 8,700.00
Coastal Reef Builders	\$ 9,250.00
Hondo Enterprises	\$ 13,200.00
MD Construction	\$ 20,500.00



Escambia County Marine Resources Division

Detailed Project Proposal and Scope of Work

Request for Price Quote

Date: August 24, 2020

Escambia County Marine Resources Division (MRD) is submitting an application to the Florida Fish and Wildlife Conservation Commission's (FWC) Derelict Vessel Removal Grant Opportunity Announcement. As required in the application, Escambia County must provide individual price quotes for each proposed Derelict Vessel. This Price Quote seeks the total price for floating and removal to the Perdido Landfill of the following vessel:

Vessel Name: *SLAINTE MHATH*, (FL 7763 NG)

Length: 33 ft.

Color: White

Make: Chris-Craft

Location: Due west of Bayou Chico entrance, along shoreline. 30^{deg} 24.324^{min} 087^{deg} 15.486^{min}

Notes: Incident Summary Number FWNW-20-OFF-010805, HIN CCH08266M781





Escambia County Responsibilities

1. Provide Contractor with written documentation of vessel and "Derelict Vessel" status and authorization for removal.
2. Ensure contractor's insurance coverage meets Escambia County requirements. (see below)
3. Oversight of the removal project. To the extent possible, the Marine Resources Division will have someone available to be on scene during the removal operation.
4. MRD will coordinate in advance with the contractor and landfill to ensure the disposal of the vessel proceeds in a timely manner when delivered. The "tipping fees" for the vessel will be covered by Escambia County. Escambia County's Perdido Landfill is the preferred disposal site.

Contractor Responsibilities

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Contractor must comply with the following Florida Fish and Wildlife Conservation Commission (FWC) BMP's. Escambia County and FWC law enforcement officers may monitor for compliance.

1. Obey all local, state, regional and federal laws and regulations.
2. Locate and remove derelict vessel from waterway, including vessel components that may separate from vessel during removal. No dredging is allowed unless contractor obtains authorization from state and federal agencies.
3. Determine and obtain permission, if necessary, the location required to remove the vessel from the waterway (marina, dock, boat yard).
4. Operations are to be limited to daylight hours.
5. Operations are to be staged from an upland area.
6. The vessel is to be pumped out (seawater) as needed and extracted (floated out) during high water.
7. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands,

and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.

8. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
9. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, engine oil, transmission oil, lower unit oil from the derelict vessel prior to extraction, or immediately after raising of the vessel. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
10. The Contractor is to provide appropriate BMP's approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.
11. The Contractor is to monitor turbidity levels throughout removal work.
12. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
13. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
14. The dragging of vessels is to be avoided both on and offshore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
15. The Contractor will load derelict vessels onto a barge and/or flatbed truck (or similar) for proper disposal.
16. The Contractor is to photo-document all removal activities with photographs taken before, during and after removal. The Contractor will provide a daily written report of all removal activities to the County with photographs.
17. Contractor will transport vessel to pre-authorized landfill. Escambia County will pay the landfill "tipping fee" costs; contractor will obtain pre-authorization from Escambia County Marine Resources Division regarding landfill selection and disposal.
18. No items may be salvaged from the vessel during the removal/disposal process.

Insurance Requirements

See attached document: DV_StdInsAttchmt_20200819 for Escambia County Standard Insurance Requirements and Certificates.

At the time of submittal, please include a letter from your insurance company stating that your company has the required insurance levels. A COI will later be required in order for your company to proceed if selected.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Project expected to be completed within 15 calendar days of issuance of Notice to Proceed.

Total Price for Vessel : \$ _____

Approved Disposal Location: _____

Company Name: _____

Mailing Address: _____

Printed Name and Signature: _____

Please respond via Vendor Registry by 4:30 PM on Wednesday, September 2, 2020. Vendor Registry questions should be directed to Susan Holt (srholt@myescambia.com; 850-595-4579). Derelict vessel questions should be directed to Mark Nicholas (manicholas@myescambia.com; Cell ph. 850 426-1257) or Robert Turpin (rkturpin@myescambia.com; Cell ph. 850-554-5869).



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18682

County Administrator's Report 7. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Cox Business Agreement

From: Bart Siders, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratification of the Cox Business 60-Month Agreement Between Escambia County and Cox Business - Bart Siders, Information Technology Department Director

That the Board ratify the County Administrator's signature on the Agreement between Cox Business and Escambia County for the Escambia County Board of County Commissioners - Bulk Master Agreement for a term of 60-months.

Vendor/Contractor	Cost Center/Object Code	Amount	Contract Number
Cox Business			Agreement 8/31/2020
	110101/54101	106.47	
	110302/54101	70.98	
	150105/54101	130.10	
	150111/54101	70.98	
	211101/54101	11.83	
	330206/54101	141.96	
	330302/54101	70.98	
	330402/54101	189.28	
	380201/54101	35.49	
	110601/54101	11.83	
	550101/54101	106.47	
	370105/54101	23.66	

BACKGROUND:

This is for the DTA Package - Cox Business TV and Cox Business Bulk TV for 74 units within Escambia County. This is processed by Accounts/Payable each month to ensure the departments have the coverage necessary.

BUDGETARY IMPACT:

This is paid as a Direct Payment Voucher by Accounts/Payable. This has been done monthly with prior Agreements. The renewal is due to the Contract expiring.

Vendor/Contractor	Cost Center/Object Code	Amount	Contract Number
Cox Business			Agreement 8/31/20
	110101/54101	106.47	
	110302/54101	70.98	
	150105/54101	130.10	
	150111/54101	70.98	
	211101/54101	11.83	
	330206/54101	141.96	
	330302/54101	70.98	
	330402/54101	189.28	
	380201/54101	35.49	
	110601/54101	11.83	
	550101/54101	106.47	
	370105/54101	23.66	

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Accounts/Payable department has processed the invoices each month under a Direct Payment Voucher.

Agreement
Account Breakdown

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Escambia County Board of Commissioners- Bulk Master	Full Name:	
Street Address:	221 Palafox PL	Billing Contact:	850-554-3801
City/State/Zip:	Pensacola, Florida 32502	Fax:	
Billing Address:		Contact Number:	
City/State/Zip:		Email Address:	
Cox Account #:	135-0176288-01		
Merge Bill	No		

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

The parties agree that the 60 month Term above is one (1) initial Term of one (1) year followed by four (4) additional terms of one (1) year each to be exercised by Customer on an annual basis. The parties also agree that any provision under this Agreement which requires Customer to (i) indemnify Cox in any manner, (ii) to pay late fees, interest, or Cox's legal fees, litigation or related fees, or court costs or similar fees, or (iii) to enter into alternate dispute resolution, including but not limited to A32 of the General Terms, are hereby deleted and of no further force and effect. In the event that Customer shall not obtain appropriations to pay for services under this Agreement, Customer may terminate the Service(s) for which appropriations are not available upon at least thirty (30) days prior written notice so long as Customer has utilized reasonable efforts to obtain, or keep, such appropriations, and this provision shall not be utilized by Customer to effectuate a change in service providers. Customer shall only be responsible for damage to Cox equipment which is caused by Customer. These Special Conditions shall control over any conflict with any other provisions in the Agreement including but not limited to, the Service Terms and General Terms

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP
Signature: 	Signature: 
Print: Janice P. Gilley	Print: Jonathan Tucker
Title Position: County Administrator	Title Position: Director
Date: 9.1.20	Date: 9/2/2020

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-28-2020

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Cox Account	Name	Address	Outlet Count
176288-01	BCC- Downtown & Bulk master	221 Palafox Place	21
46173-01	BCC -Brent Fire	5925 N W St	1
176374-01	BCC Central Office	3363 W Park Place	3
187272-01	BCC EMS	30 Navy Blvd	1
187274-01	BCC EMS	1651 E Nine Mile Rd	1
187316-01	BCC EMS	8634 Pensacola Blvd	1
186951-01	BCC - Health Clinic	2257 Baylen St	1
177986-01	BCC -Supervisor of Elections	213 Palafox Pl	3
25600-01	BCC -EMS Pleasant Grove	9350 Gulf Beach Hwy	1
32896-04	BCC -EMS EMS Post 25	1125 W Hayes St	1
30086-02	BCC - Facilities Mgmt	1651 E Nine Mile Rd	1
176567-01	BCC -Innerarity Pt Fire	14250 INNERARITY POINT RD	1
723880-01	BCC -Myrtle Grove Volunteer FD	7209 Lillian Hwy	1
128954-01	BCC -Oseola Fire Station	2601 Massachusetts Ave	2
93879-02	BCC -Perdido Key Fire	15500 Perdido Key Dr	1
350413-01	BCC -Ensley Volunteer FD	8634 Pensacola Blvd	2
176699-01	BCC -Emergency Operations Center	6575 N W Street	21
28226-01	BCC - West Pensacola Fire	1700 N W St.	1
18983-01	BCC - Warrington Volunteer FD	20 N Navy Blvd	1
93116-03	BCC - Facilities	100 E Blount St	1
195326-01	BCC - EMS	2601 Massachusetts Ave	1
85508-02	BCC - Ferry Pass	2331 E Johnson Ave	1
143749-02	BCC - Bellview Fire	7009 Pine Forest	1
176957-01	BCC - Brent Fire	5925 N W Street	1
116132-02	BCC - Tax Collector	213 Palafox Pl	2
203394-01	BCC Brownsville Community Center	3200 W DeSoto St	2



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18673

County Administrator's Report 7. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval of Miscellaneous Appropriations Agreements To Be Paid From The General Fund

From: Amber McClure, Chief Budget Officer

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreements to be Paid from the General Fund - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreements for Outside Agencies:

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

1. Be Ready Alliance Coordinating for Emergencies (BRACE), in the amount of \$95,000;
2. Gulf Coast Kid's House, Inc., in the amount of \$145,700;
3. Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida, in the amount of \$432,402;
4. Pathways for Change, in the amount of \$326,562;
5. Emerald Coast Regional Council f/k/a West Florida Regional Planning Council, in the amount of \$21,289;
6. United Way of West Florida, Inc. (211 First Call for Help), in the amount of \$23,750;
7. Another Chance Transitional Services (ACTS), in the amount of \$19,000;
8. Council on Aging of West Florida, Inc., in the amount of \$45,000;
9. Gulf Coast Veterans Advocacy Council, Inc., in the amount of \$11,875;
10. James B. Washington Education & Sports, Inc., in the amount of \$14,250;
11. New World Believers, Inc., in the amount of \$14,250;
12. Pensacola Caring Hearts, in the amount of \$12,350;
13. Pensacola's Promise, Inc. d/b/a Chain Reaction, in the amount of \$18,050;

14. Wildlife Sanctuary of Northwest Florida, Inc., in the amount of \$33,250;
15. Health and Hope Clinic, Inc., in the amount of \$14,250; and
16. General Daniel Chappie James Flight Academy, Inc., in the amount of \$13,300.

B. Approve the following Miscellaneous Appropriations Agreements for Civil Legal Aid Services with the following organizations, to be paid from the General Fund (001), Cost Center 110201, and Article V Fund (115), Cost Center 410802:

17. Legal Services of North Florida, Inc., in the amount of \$62,344;
18. Northwest Florida Legal Services, in the amount of \$62,344;

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

D. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payments in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2020/2021 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements have been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Miscellaneous Appropriations Agreement-BRACE

Agreement-Gulf Coast Kid's House

Miscellaneous Appropriations Agreement-Escambia Community Health

Agreement-Pathways For Change

Miscellaneous Appropriations Agreement-Emerald Coast Regional Planning

Miscellaneous Appropriations Agreement-United Way 211 Program

Miscellaneous Appropriations Agreement-ACTS

Miscellaneous Appropriations Agreement-Council On Aging

Miscellaneous Appropriations Agreement-Gulf Coast Veterans Advocacy Council

Miscellaneous Appropriations Agreement-James B. Washington Education & Sports

Miscellaneous Appropriations Agreement-New World Believers

Miscellaneous Appropriations Agreement-Pensacola Caring Hearts

Miscellaneous Appropriations Agreement-Pensacola Promise

Miscellaneous Appropriations Agreement-Wildlife Sanctuary

Miscellaneous Appropriations Agreement-Health and Hope

Miscellaneous Appropriations Agreement-Gen Daniel Chappie James Flight Academy

Miscellaneous Appropriations Agreement-Legal Services of North Florida

Miscellaneous Appropriations Agreement-Northwest Florida Legal

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC. D/B/A
BRACE (BE READY ALLIANCE COORDINATING FOR EMERGENCIES)**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Community Organizations Active in Disaster, Inc. d/b/a BRACE (Be Ready Alliance Coordinating For Emergencies), a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 20-4815891, with a principal address of 1301 West Government Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by engaging partner organizations and citizens in disaster prevention, preparedness, response and recovery to make our community safer, stronger and better able to survive emergencies; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$95,000.00** to conduct a program generally described as *Be Ready Alliance Coordinating for Emergencies (BRACE)* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$95,000.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

By: _____
Deputy Clerk

Date: 10-02-2020

COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC. D/B/A BRACE (BE READY ALLIANCE COORDINATING FOR EMERGENCIES)

By: Gregory D. Hual

Title: CEO

Date: 10/5/2020

Attest:

Melvin A. Eddum
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
COMMUNITY ORGANIZATIONS ACTIVE IN
DISASTER, INC. D/B/A BRACE (BE READY
ALLIANCE COORDINATING FOR EMERGENCIES)

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF **COMMUNITY ORGANIZATIONS**
ACTIVE IN DISASTER, INC. D/B/A BRACE
(BE READY ALLIANCE COORDINATING FOR
EMERGENCIES)..... **\$95,000.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Engaging partner organizations and citizens in disaster prevention, preparedness, response and recovery to make our community safer, stronger, and better able to survive emergencies.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND
GULF COAST KID'S HOUSE, INC. FOR CHILD PROTECTION TEAM SERVICES**

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter, the "County"), with an administrative address of 221 Palafox Place, Pensacola, FL 32502, and Gulf Coast Kid's House, Inc., a Florida not-for-profit corporation, FEI/EIN Number 59-3520130, with a principal address of 3401 North 12th Avenue, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, pursuant to §39.303, Florida Statutes, the Children's Medical Services Program of the Department of Health is tasked with designating Child Protection Teams in each service district of the Department of Children and Families to conduct medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law; and

WHEREAS, the Children's Medical Services Program of the Department of Health designated Gulf Coast Kid's House, Inc. (hereinafter, the "Provider") as the Child Protection Team provider serving Escambia County; and

WHEREAS, pursuant to §39.304(5), Florida Statutes, the County in which a child is a resident shall bear the initial costs of medical examinations of allegedly abused, abandoned, or neglected children that are conducted by the designated Child Protection Team, and the parents or legal custodian of the child are required to reimburse the County for the costs of such examination; and

WHEREAS, the County and Provider desire to enter into an agreement to memorialize the method and manner by which the County shall bear the initial costs of medical examinations as provided in §39.304(5), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Provider agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Responsibilities of the parties.

2.1 Program Funding. For Fiscal Year 2020-2021 (October 1, 2020 through September 30, 2021), the County has appropriated a sum of **\$145,700.00** to fund medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law at a rate of \$300.00 per examination. The total sum that the County shall contribute will be determined by the number of documented medical examinations performed by the Provider for eligible children during the term of the Agreement. Provider shall provide to County a fully completed W-9 form and a fully executed original Agreement. Upon written notification to Provider, the County may suspend payments to Provider if the Provider defaults in its obligations under this Agreement. The notice shall specify the manner in which the Provider has failed to comply and a timeframe in which the Provider must achieve compliance or the Agreement shall be subject to termination pursuant to Section 3. In the event the cost of medical examinations exceeds the previously appropriated sum, the County may require a written amendment to this Agreement in accordance with section 14(b) to memorialize that

the County has allocated additional funds to pay for the medical examinations. However, nothing set forth in this Paragraph or this Agreement shall limit or be construed to limit the County's obligation to fund medical examinations as required by and pursuant to §39.304(5), Florida Statutes.

2.2 Invoices. Provider shall send an Invoice to the County on the tenth day of each month documenting all exams that were performed during the prior month. Payments under this agreement shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

2.3 Reporting Requirements. Provider shall provide a monthly report in a form acceptable to the County documenting the non-confidential details of each examination which is set forth on the monthly invoice, including, but not limited to, the total number of exams performed, case numbers, case coordinators, dates of exams, examining physicians, and patient age/sex/race.

2.4 Audit. Upon providing reasonable notice to Provider, the County may, as allowed by law, inspect all pertinent records, statistical, financial, audit, and participant files related to the Provider's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

2.5 Effective Date. This Agreement shall become effective upon the date last executed by the parties and expire on September 30, 2021, unless earlier terminated as provided herein. The term of this Agreement may be renewed or extended only by written amendment to the Agreement duly executed by the parties hereto.

Section 3. Termination. This Agreement may be terminated by either party for convenience upon providing a minimum of sixty (60) days written notice to the other party. This Agreement may be terminated by County for cause upon providing seven (7) days written notice if the Provider defaults in its obligations under this Agreement. Upon expiration or termination for any reason, the Provider shall provide a final report with supporting documentation through the date of expiration or termination. The Provider's final request for payment must be submitted within thirty (30) calendar days after the expiration or termination of the Agreement. Notwithstanding the foregoing, nothing in this Section or this Agreement shall be construed to terminate the County's obligations under §39.304(5), Florida Statutes.

Section 4. Insurance. The Provider is required to maintain professional liability insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per policy year against any claims arising from any act or omission by the Provider. Certificates of Insurance shall be provided to Risk Management, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Section 5. Independent Contractor Status. In the performance of this Agreement hereunder, Provider is an independent contractor. Provider shall not hold itself out as an employee, agent or servant of the County; and Provider 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.

Section 6. Public Records.

6.1 The Provider acknowledges that this Agreement and any portion of the related non-confidential 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.

Provider shall maintain any such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Provider 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, Provider 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 Provider 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 Provider seven days written notice, during which period the Provider still fails to allow access to such documents, terminate the contract. In such case, the Provider shall not be entitled to receive any further payment.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'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**

6.2 The Parties acknowledge that pursuant to §39.202 (6), Florida Statutes, all records and reports of the Child Protection Team (CPT) are confidential and exempt from the provisions of §119.07(1), Florida Statutes, the Florida Public Records Law, and §456.057, Florida Statutes, regarding ownership and control of patient records. CPT records shall not be disclosed, except, upon request, to the state attorney, law enforcement, the Department of Health, and other necessary professionals, in furtherance of the treatment or additional evaluative needs of the child, by order of the court, or to health plan payers, limited to that information used for insurance reimbursement purposes. Generally, the confidential and exempt status of CPT records attaches to the documents; that is, it retains its confidential and exempt status when it is properly released to an authorized agency or person, who in turn generally has a legal obligation to maintain the confidential and exempt nature of the documents. Pursuant to §39.205 (3), Florida Statutes, a person who knowingly and willfully makes public or discloses any confidential information contained in the central abuse hotline or in the records of any child abuse, abandonment, or neglect case, except as provided in this chapter, commits a misdemeanor of the second degree, punishable as provided in §775.082, Florida Statutes, or §775.083, Florida Statutes.

Section 7. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 8. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 9. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 10. Interpretation.

- (a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the 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.
- (b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 11. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 12. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 13. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Section 14. 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, no deviations from the terms and conditions 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 15. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 16. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 17. Liability. The County, its respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Provider. While

serving in its capacity as the Child Protection Team provider for Escambia County, the Provider agrees to be fully responsible for its individual negligent acts or omissions or tortious acts arising out of the performance of this Agreement which may result in claims or suits against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

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: 10-01-2020

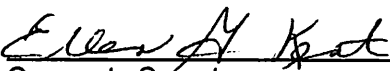
PROVIDER:

GULF COAST KID'S HOUSE, INC.

By: 
Stacey Kostevicki, Executive Director

Date: 10/2/2020

ATTEST:


Corporate Secretary
(SEAL)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
ESCAMBIA COMMUNITY CLINICS, INC.
D/B/A COMMUNITY HEALTH NORTHWEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia Community Clinics, Inc., D/B/A Community Health Northwest Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3105246, with a principal address of 2315 West Jackson Street, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing vital humanitarian services through medical aid to persons who may no otherwise receive such care; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$432,402.00** to conduct the program generally described as *Community Health Northwest Florida* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$432,402.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation

to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

DATE: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACS

Date: 10-02-2020

**ESCAMBIA COMMUNITY CLINICS, INC.
D/B/A COMMUNITY HEALTH NORTHWEST
FLORIDA, INC.**

By: _____

Title: TREASURER

Date: 10/5/2020

Attest:
Buzz Ritchie
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Escambia Community Clinics, Inc., D/B/A
Community Health Northwest Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF **ESCAMBIA COMMUNITY CLINICS,
INC. D/B/A COMMUNITY HEALTH NORTHWEST**

FLORIDA, INC. \$432,402.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The mission of Escambia Community Clinics, Inc., D/B/A Community Health Northwest Florida, Inc. is to provide outpatient primary care services to the indigent, medically needy, and working poor residents of Escambia County, regardless of their ability to pay. Care is provided with dignity and compassion without regard to age, sex, race or religion. Primary care services include urgent, non-emergent, and follow-up health care services delivered by staff physicians of Community Health Northwest Florida, Inc. All laboratory, x-ray, and diagnostic services are included.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into by and between Pathways For Change, Inc. (hereinafter referred to as "PFC"), a Florida not for profit corporation, with a principal address of 2050 West Blount Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, PFC operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

WHEREAS, the County has agreed to contribute certain funds to PFC for the benefit of the Program as described more particularly herein; and

WHEREAS, the Board of County Commissioners has concluded it is in the best interest of the health, safety and welfare of the citizens of Escambia County to enter into this Agreement to contribute funds to PFC for the benefit of the Program and said expenditure serves an essential public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and PFC hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.

2. County's Contribution. For the County's current Fiscal Year 2020/21 (October 1 through September 30), the County agrees to contribute up to **\$166,250.00** ("County Contribution") to PFC for the Program. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits, for the following PFC staff positions:

- a) Admissions Specialist/ Court Liaison;
- b) Treatment Program Manager;
- c) Case Manager;
- d) Executive Director;
- e) Mental Health Contract Counselors; and
- f) After Care Specialist/ Director of Alumni.

In addition, for the County's Fiscal Year 2020/21, the County shall internally allocate the sum of **\$160,312.00** for transitional housing costs related to the Program in lieu of payment to PFC.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2020/2021). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of \$5,000.00 for each percentage point below the 50% Program success rate.

3. Audit. PFC agrees to provide access to or produce all financial records and documents related to the County Contribution for the Program and allow for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, upon request, PFC agrees to furnish to the Escambia County Office of Management and Budget a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. Annual Report. PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's Contribution to the Agreement.

5. Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. If PFC fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving PFC, seven (7) days written notice, during which period the PFC fails to allow access to such documents, terminate this Agreement.

6. Term and Termination. The term of this Agreement shall commence on October 1, 2020, and shall terminate on September 30, 2021. Either party shall have the right to terminate this Agreement with or without cause providing ninety (90) days written notice to the other party. If terminated by either party prior to the expiration of the term, the PFC will be reimbursed for eligible expenses incurred through the date of termination but shall not be entitled to any further funding during the fiscal year.

7. Entire Agreement. This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or written, including without limitation, the prior agreements. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

8. Funding Contingency. Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

9. Indemnification. To the extent permitted by law, PFC, Inc. agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

10. 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: Pathways for Change, Inc.
Attention: Constance Bookman
P.O. Box 17852
Pensacola, Florida 32522

To: Escambia County Corrections
Attention: Director
2251 North Palafox Street
Pensacola, Florida 32501

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.

11. 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 the subject of this Agreement shall be in the County of Escambia.

12. Compliance with Federal Civil Rights Obligations. If a recipient and/or subrecipient of federal financial assistance, PFC shall comply with all applicable federal civil rights obligations, including but not limited to the following:

- a. Federal Civil Rights Laws: Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faith-based and community organizations); and 28

C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

- b. Americans with Disabilities Act: Sub-grant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- c. Limited English Proficiency (LEP): In accordance with the U.S. Department of Justice (DOJ) Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. See Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at <http://www.lep.gov>.
- d. Equal Treatment for Faith-Based Organizations: Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing "Equal Treatment for Faith-Based Organizations" ("the Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous, or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ, and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. No Retaliation: As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
- f. Equal Employment Opportunity Plan: PFC will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

- g. Findings of Discrimination: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against PFC as a recipient or subrecipient of federal financial assistance, PFC will forward a copy of the finding to FDLE and OCR.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative on the respective dates under each signature.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: PAM CHLDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-05-2020

**PATHWAYS FOR CHANGE, INC., a Florida
not for profit corporation**

By: 
President

Date: 10.05.2020

ATTEST: 
Corporate Secretary

(Corporate Seal)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
EMERALD COAST REGIONAL COUNCIL f/k/a
WEST FLORIDA REGIONAL PLANNING COUNCIL**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Emerald Coast Regional Council f/k/a West Florida Regional Planning Council, a public agency created pursuant to §§186.501, et. seq., Florida Statutes, authorized to conduct business in the State of Florida, FEI/EIN 59-0500582, with a principal address of 4801 E. Olive Road, Suite A, Pensacola, Florida 32514 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County to provide professional planning, coordinating, and advisory services to local governments, state, and federal agencies and the public in order to preserve and enhance the quality of life in Northwest Florida; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$21,289.00** to conduct a program generally described as Emerald Coast Regional Council f/k/a West Florida Regional Planning Council and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

1

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by providing thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$21,289.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-21 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven L. Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

Date: 09-30-2020

**EMERALD COAST REGIONAL COUNCIL f/k/a
WEST FLORIDA REGIONAL PLANNING COUNCIL**

By: _____

Title: Chief Executive Officer

Date: 10-6-2020

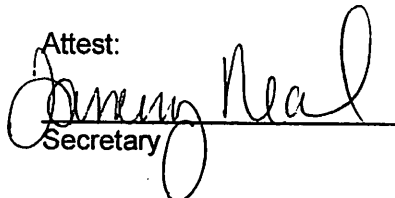
Attest:

Secretary

EXHIBIT A

2020/2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Emerald Coast Regional Council f/k/a West
Florida Regional Planning Council.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF EMERALD COAST REGIONAL COUNCIL

f/k/a WEST FLORIDA REGIONAL PLANNING COUNCIL **\$21,289.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds will be utilized for staff time working on the TPO programs and other programs for the region.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
UNITED WAY OF WEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and United Way of West Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-0651076, with a principal address of 1301 West Government Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing community information and referral services; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$23,750.00** to conduct the program generally described as *211 Program for Escambia County* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it

upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within

the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$23,750.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristie D. Huel, SACA

Date: 10-05-2020

UNITED WAY OF WEST FLORIDA, INC.

By: Sam L. Huel

Title: President/CEO

Date: 10/5/2020

Attest:
Marcia Purvis
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
United Way of West Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE **UNITED WAY OF WEST
FLORIDA, INC.**..... **\$23,750.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of West Florida, Inc. will provide community information and referral services to Escambia County citizens through the *211 Program for Escambia County*.

The 211 Program is a comprehensive community information and referral service available to every county resident at no charge, 24 hours a day, 7 days a week.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
ANOTHER CHANCE TRANSITIONAL SERVICES (ACTS)**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Another Chance Transitional Services, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 46-2603547, with a principal address of 2101 North Pace Boulevard, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by assisting ex-offenders in their quest to acquire and maintain employment through coordinated services strategic to their transition back into the community post-incarceration; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$19,000.00** to conduct a program generally described as *Another Chance Transitional Services (ACTS)* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it

upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be

due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by providing thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$19,000.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-21 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

By: _____
Deputy Clerk

Date: 10-05-2020

ANOTHER CHANCE TRANSITIONAL SERVICES, INC.

By: Bishop Lee Parker

Title: CEO

Date: 10/5/2020

Attest:

Jayce Arnold
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Another Chance Transitional Services, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF ANOTHER CHANCE TRANSITIONAL SERVICES, INC.....	<u>\$19,000.00</u>
--	---------------------------

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Assisting ex-offenders in their quest to acquire and maintain employment through coordinated services strategic to their transition back into the community post-incarceration.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
COUNCIL ON AGING OF WEST FLORIDA, INC.**

THIS AGREEMENT is made and entered by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Council on Aging of West Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-1373939, with a principal address of 875 Royce Street, Pensacola, Florida 32503 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient provides essential programs and services to the elderly of West Florida to increase their independence; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$45,000.00** to conduct the program generally described as *Council on Aging of West Florida* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have

been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$45,000.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

DATE: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

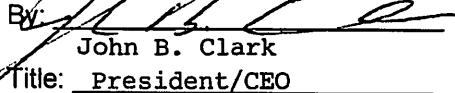
Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

By: _____
Deputy Clerk

Date: 10-05-2020

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: 
John B. Clark
Title: President/CEO

Attest:

Date: 10/5/2020

Melissa Chinn
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Council on Aging of West Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM

FUNCTIONS OF THE **COUNCIL ON AGING OF**

WEST FLORIDA, INC...... **\$45,000.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds will be used as a local match for state/federal funds requiring a 9:1 local match. The continuation of financial support from Escambia County will enable COAWFLA to continue assisting in the provision of direct support services to more than 2,000 seniors residing in Escambia County. Funds requested will allow the preservation of services to aging adults who are high-risk assessed in danger of nursing home placement if stabilization services are not received. The \$45,000 requested is vital in acquiring and retaining more than \$405,000 in state/federal funds for direct support services including Home Delivered Meals, Senior Dining {Congregate Meals}, Adult Day Care, Foster Grandparents, Senior Companions, In-Home Services {Homemaker, Personal Care, Respite, Companionship, Chore, Emergency Alert Response, Consumable Medical Supplies, Specialized Medical Supplies}, Transportation, etc.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
GULF COAST VETERANS ADVOCACY COUNCIL, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Gulf Coast Veterans Advocacy Council, Inc., a not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 80-0366346, with a principal address of 1603 North 58th Avenue, Pensacola, Florida 32506 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the veterans of Escambia County by serving as a voice for all veterans concerning mental and physical healthcare, advocating for changes in the veteran healthcare system, and making recommendations to improve the quality of life for veterans and their families; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30) the sum of \$11,875.00 to conduct a program generally described as *Gulf Coast Veterans Advocacy Council, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant

licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of \$11,875.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein. Funds allocated under this Agreement are to be used solely for events held in Escambia County, Florida.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will

continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

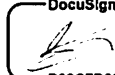
Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

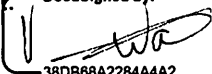
Date: 10-05-2020

GULF COAST VETERANS ADVOCACY COUNCIL, INC.

DocuSigned by:

By: _____
B02C7D86E335489

Joseph L. Herring CEO/Chairman

Date: 10-05-2020

Attest: DocuSigned by:


38DB88A2284A4A2...
Corporate Secretary
Vernon Watson / CFO
10-05-2020

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Gulf Coast Veterans Advocacy Council, Inc.

APPROVED BUDGET

SALARIES, BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE **GULF COAST VETERANS**

ADVOCACY COUNCIL, INC.**\$11,875.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds would be used to support programs such as Veteran Homeless Stand-down, Veterans Opioid Prevention Program, Women Veterans Program, Disabled Veteran Program, etc. In addition, to support programs cost and expenses occurred during the facilitating of the AmeriCorps VISTA Volunteers cost of operation and supplies needed to keep volunteers for operation for their duties.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
JAMES B. WASHINGTON EDUCATION & SPORTS, INC.**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and James B. Washington Education & Sports, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 83-0799924, with a principal address of 2020 North Palafox Street, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by empowering and educating youth in the community through Academic Tutorial Programs, educational enrichment programs such as Life Skills Training, Employment Training, and Financial /Workshops, and Sports Programs to promote healthy, creative, and productive future leaders; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$14,250.00** to conduct a program generally described as James B. Washington Education and Sports, Inc. and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public

accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by providing thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$14,250.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

Date: 10-05-2020

JAMES B. WASHINGTON EDUCATION AND SPORTS, INC.

By: James B. Washington

Title: Founder/Director

Date: October 6, 2020

Attest:

Shelia Washington
Corporate Secretary

EXHIBIT A

2020/2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

James B. Washington Education and Sports, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM

FUNCTIONS OF **JAMES B. WASHINGTON EDUCATION**

& SPORTS, INC. ,,,,,,,,,, **\$14,250.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To expand our Academic Tutorial Program with more computer training and technology, continue to provide outreach programs via Life Skills Training, Summer Enrichment Programs, Field Trips, Employment Training/Workshops and Financial Training for the parents and/or families of our children to strengthen the family unit as well as enhance our Sports Program and expand our Father & Son Forum.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
NEW WORLD BELIEVERS, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and New World Believers, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 30-0236534, with a principal address of 2112 West Yonge Street, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by assisting youth that are at a high risk for criminal behavior or have had criminal offenses through a Department of Juvenile Justice sanctioned program; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$14,250.00** to conduct a program generally described as *H.O.O.P.S. (Healthy Opportunities and Options Promoting Success)* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public

accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$14,250.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will

continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

Date: 10-05-2020

NEW WORLD BELIEVERS, INC.

By: _____

Title: Executive Director

Date: 10/5/20

Attest:

Kinda M. Nelson
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

New World Believers, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM

FUNCTIONS OF **NEW WORLD BELIEVERS, INC.** **\$14,250.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Our program services at risk youth who has made first time contact with law enforcement, delinquent, school behavioral issues and substance issues. Addressing these negative behaviors will curve negative impact on economy by saving tax dollars for incarceration, property damage, treatment centers, loss of life and increased insurance rates.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
PENSACOLA CARING HEARTS, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Caring Hearts, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 46-3609660, with a principal address of 1501 West Avery Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing a mobile food pantry twice a month throughout Escambia and Santa Rosa Counties and by maintaining a food pantry that is available 24-hours daily, 7 days a week when needed; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$12,350.00** to conduct a program generally described as *Pensacola Caring Hearts Mobile Food Pantry* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it

upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be

due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$12,350.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

DATE: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

By: _____
Deputy Clerk

Date: 10-05-2020

PENSACOLA CARING HEARTS, INC.

By: _____

Title: _____

Date: _____

Attest:

Fulissa Hapley
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Pensacola Caring Hearts, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF **PENSACOLA CARING HEARTS, INC.**..... **\$12,350.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To feed any and all in need of food. We facilitate the distribution of 10,000 to 20,000 lbs. of food each month in various locations throughout Escambia County. We maintain a food pantry that is accessible to those in need 24 hours a day, 7 days a week on call. In addition, we facilitate the pickup and delivery for food and also transportation for individuals who are in need of a way to food distribution sites.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
PENSACOLA'S PROMISE, INC. D/B/A CHAIN REACTION**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola's Promise, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 20-5966578, with a principal address of 1000 College Boulevard, Building 98, Pensacola, Florida 32504 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of the County by matching community resources with identified needs so that all of Escambia County's children have an ongoing relationship with a caring adult, safe places, structured activities during non-school hours, a healthy start, a marketable skill through effective education, and opportunities to give back through community service; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$18,050.00** to conduct the program generally described as *Pensacola's Promise, Inc. d/b/a Chain Reaction* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$18,050.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation

to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

DATE: _____
BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

By: _____
Deputy Clerk

Date: 10-07-2020

**PENSACOLA'S PROMISE, INC.
D/B/A CHAIN REACTION**

By: [Signature]
Title: Executive founder / Director
Date: 10/8/20

Attest:
[Signature: Corey King]
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Pensacola's Promise, Inc. d/b/a Chain Reaction

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF **PENSACOLA'S PROMISE, INC. D/B/A**
CHAIN REACTION

\$18,050.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The funding requested by Chain Reaction will be used to implement the Chain Reaction program to a minimum of 250 teens at the Chain Reaction Center located on Pensacola State Campus and the Elements of Success program at satellite locations.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Wildlife Sanctuary of Northwest Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-2222303 with administrative offices at 105 North "S" Street, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient provides to the citizens of Escambia County a valuable and necessary program to protect the County's wildlife resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30) the sum of **\$33,250.00** to conduct the program generally described as *Wildlife Sanctuary of Northwest Florida* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$33,250.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

DATE: _____
BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

Date: 10-05-2020

WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

By: Dorothy W Kaufmann

Title: Director WSNWFL

Attest:

Date: October 5, 2020

Diane Wahlquist
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Wildlife Sanctuary of Northwest Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE **WILDLIFE SANCTUARY OF
NORTHWEST FLORIDA, INC.**

\$33,250.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The Wildlife Sanctuary of Northwest Florida will continue to accept and care for injured and orphaned indigenous wildlife and provide appropriate care in a hospital setting by professionally trained staff. The Sanctuary has continually had 3-4,000 intakes annually, so we anticipate similar numbers. We will continue to provide information, tours, presentations and newsletters to foster public awareness, public safety, public health and the appreciation of wildlife. Education and a push for increased ecotourism in the community will also be part of our daily operations. County funding assists with staffing, audit, printing of educational materials and a proper facility to remain open seven days a week, ten-hour days. We have also added \$6,000 to offset the cost of living increases for salaries.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
HEALTH AND HOPE CLINIC, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Health and Hope Clinic, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 26-4336638, with a principal address of 1718 E. Olive Road, Pensacola, Florida 32514 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing free comprehensive and preventative healthcare and dental services to the uninsured and medically needy; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$14,250.00** to conduct the program generally described as *Health and Hope Clinic, Inc* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$14,250.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

DATE: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

Date: 10-05-2020

HEALTH AND HOPE CLINIC, INC.

By: Sally Bergosh
Sally Bergosh

Title: Executive Director

Date: 10/5/2020

Attest:

x Anna R. M...
Corporate Secretary
Witness, Sara Davy
Pharmacist

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Health and Hope Clinic, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF HEALTH AND HOPE CLINIC, INC. **\$14,250.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To continue to grow and serve the medically needy and working poor, and to maintain current services without the worry of service reductions. The county funding will help the clinic serve the estimated 30-60,000 uninsured in Escambia County. Funding from Escambia County BOCC will be used to offset the cost of specific critical services, such as screenings for diabetic and chronic disease patients, and laboratory tests for the uninsured Escambia County residents. Additional funding will allow the clinic to enhance services for the mentally ill and expand social work services and referrals by addressing patient social determinants. Health and Hope Clinic operates under the State Volunteer Healthcare Provider Program and serves residents of Escambia County, Florida who are uninsured and meet program guidelines of income less than 200% of the Federal Poverty Level. The clinic's 206 volunteers including 70 licensed health care providers and general staff volunteers provide the patient care services and related support. The clinic leadership team provides oversight to ensure quality care, including Dr. Paul Mcleod, MD, Dean of FSU College of Medicine and our Chief Medical Director, as well as our Clinic Manager, Carol Cox, RN, PHO. Last year the clinic provided approximately 2.5 million dollars' worth of medical and dental services with (1) full time and (2) part-time employees. Funding at Health and Hope Clinic has a vast rate of return, with every one dollar equating to ten dollars in healthcare provided. In order to increase patient care with our targeted population, Health and Hope Clinic will need to increase hours of operation and strengthen volunteer and recruiting efforts. Funding from the BOCC will be imperative for operations of the Health and Hope Clinic. The funding will ensure that the growing population of the uninsured will receive comprehensive medical and dental services. Last year the clinic provided 5922 medical and dental visits.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
GENERAL DANIEL CHAPPIE JAMES FLIGHT ACADEMY, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and General Daniel Chappie James Flight Academy, Inc. not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 46-5480504, with a principal address of 1608 Dr. Martin Luther King, Jr., Drive, Pensacola, Florida 32503-5210 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing a STEM (Science, Technology, Engineering and Math) based program and lab using aviation as the primary teaching tool for economically disadvantaged youth between the ages of 13 and 17; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$13,300.00** to conduct a program generally described as General Daniel Chappie James Flight Academy, Inc., and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it

upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be

due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by providing thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$13,300.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

Date: 09-30-2020

GENERAL DANIEL CHAPPIE JAMES FLIGHT ACADEMY, INC.

By: Paula J. Griffin *Paula J. Griffin*

Title: Treasurer

Attest:

Date: 10/01/2020

Michael Duffin

Corporate Secretary

EXHIBIT A

2019/2020 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

General Daniel Chappie James Flight Academy, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF **GENERAL DANIEL CHAPPIE**

JAMES FLIGHT ACADEMY, INC. **\$13,300.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

A portion of it will go towards the purchase of additional equipment required to accommodate an increased building size, and the balance to be used (or escrowed) for a Van.

We introduce the possibility of Aviation related careers as an option for the Student's life goals.

It is an asset because it targets economically challenged kids and introduces them to a life other than delinquency. It demonstrates to them that opportunities and possibilities exist outside of their current socioeconomic situation.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
FOR CIVIL LEGAL AID SERVICES**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Legal Services of North Florida, Inc., a not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 51-0197090, with a principal address of 2119 Delta Boulevard, Tallahassee, FL 32303 and a local address of 1741 North Palafox Street, Pensacola, FL 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, pursuant to §125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to perform those acts, including the expenditure of public funds, which further the public good and common interest of the people of Escambia County; and

WHEREAS, pursuant to §29.008, Florida Statutes, the County is required by §14, Article V of the State Constitution to provide funding for certain court-related functions to include funding for legal aid programs; and

WHEREAS, the Recipient provides legal assistance to eligible low income citizens of Escambia County; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of public funds serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General and Article V Revenue Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$62,344.00** to provide civil legal aid services as provided herein; and

WHEREAS, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. 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. Term. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. Scope. Recipient agrees to perform in accordance with the terms and conditions as outlined in the Budget and Scope of Work provided in **Exhibit A**, attached hereto and incorporated by reference herein.

Section 4. Program Funding. The County agrees to pay the Recipient in an amount not to exceed **\$62,344.00** for authorized program expenses payable in accordance with the approved

budget provided in **Exhibit A** and the procedures set forth in **Exhibit B**, attached hereto and incorporated by reference herein. The Recipient's approved budget and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

Section 5. The Recipient agrees to maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated.

Section 6. Reporting Requirements. The Recipient agrees to provide the County with a quarterly narrative progress report on the program. Such reports will include basic statistical information relevant to the program and a statement of expenditures. Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. Residual Funds. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. Records Retention. The Recipient shall retain all pertinent records, statistical, financial, audit, and participant files related to the performance of this Agreement for a period of five (5) years from the date of receiving final payment from the County or resolution of any audits.

Section 9. County Audit. Upon providing reasonable notice, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Recipient's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

Section 10. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days prior written notice of such termination. In the event of termination by either party as provided herein, the Recipient shall be paid for services provided through the date of termination.

Section 11. Indemnification. Recipient shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Recipient in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Recipient 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 Recipient'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 Recipient 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.

Section 12. Independent Contractor Status. In the performance of this Agreement hereunder, Recipient is an independent contractor. Recipient shall not hold itself out as an employee, agent or servant of the County; and Recipient 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.

Section 13. Notices. Any notice 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: Legal Services of North Florida, Inc.
Attention: Leslie N. Powell-Boudreaux
1741 North Palafox Street
Pensacola, Florida 32502

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.

Section 14. 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.

Section 15. Public Records. 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 the Recipient 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 Recipient seven (7) days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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**

Section 16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Recipient 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.

Section 17. Compliance with Laws. Recipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

Section 18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Recipient without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

Section 19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Steven Barry, Chairman
Date: _____
BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

By: _____
Deputy Clerk

Date: 10-05-2020

LEGAL SERVICES OF NORTH FLORIDA, INC.

By: [Signature]
Leslie N. Powell-Boudreaux, Executive Director

Date: 10/5/2020

Attest: [Signature]
Corporate Secretary

EXHIBIT A

RECIPIENT:

LEGAL SERVICES OF NORTH FLORIDA, INC.

APPROVED BUDGET:

PROGRAMMATIC EXPENSES ASSOCIATED WITH
CIVIL LEGAL AID SERVICES PROGRAM FUNCTIONS**\$62,344.00**

SCOPE OF SERVICES TO BE CARRIED OUT WITH THESE FUNDS:

Escambia County funds will allow LSNF to provide legal assistance in 153 cases for poverty-level residents who otherwise would not be able to afford an attorney. This legal assistance will include extended representation, limited services, advice and counsel, and community education and outreach and is based on our average per case cost of \$816.50. LSNF's holistic approach emphasizes supporting the whole client-working to identify all legal issues which, if resolved, would help them move forward from poverty.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
FOR NORTHWEST FLORIDA LEGAL SERVICES, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Northwest Florida Legal Services, Inc., a not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 59-1817996, with a principal address of 226 S. Palafox Place, 10th Floor, Pensacola, FL 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, pursuant to §125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to perform those acts, including the expenditure of public funds, which further the public good and common interest of the people of Escambia County; and

WHEREAS, pursuant to §29.008, Florida Statutes, the County is required by §14, Article V of the State Constitution to provide funding for certain court-related functions to include funding for legal aid programs; and

WHEREAS, the Recipient provides legal assistance to eligible low income citizens of Escambia County; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of public funds serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General and Article V Revenue Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$62,344.00** to provide civil legal aid services as provided herein; and

WHEREAS, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. 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. Term. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. Scope. Recipient agrees to perform in accordance with the terms and conditions as outlined in the Budget and Scope of Work provided in **Exhibit A**, attached hereto and incorporated by reference herein.

Section 4. Program Funding. The County agrees to pay the Recipient in an amount not to exceed **\$62,344.00** for authorized program expenses payable in accordance with the approved budget provided in **Exhibit A** and the procedures set forth in **Exhibit B**, attached hereto and incorporated

by reference herein. The Recipient's approved budget and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

Section 5. The Recipient agrees to maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated.

Section 6. Reporting Requirements. The Recipient agrees to provide the County with a quarterly narrative progress report on the program. Such reports will include basic statistical information relevant to the program and a statement of expenditures. Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. Residual Funds. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. Records Retention. The Recipient shall retain all pertinent records, statistical, financial, audit, and participant files related to the performance of this Agreement for a period of five (5) years from the date of receiving final payment from the County or resolution of any audits.

Section 9. County Audit. Upon providing reasonable notice, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Recipient's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

Section 10. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days prior written notice of such termination. In the event of termination by either party as provided herein, the Recipient shall be paid for services provided through the date of termination.

Section 11. Indemnification. Recipient shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Recipient in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Recipient 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 Recipient'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 Recipient 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.

Section 12. Independent Contractor Status. In the performance of this Agreement hereunder, Recipient is an independent contractor. Recipient shall not hold itself out as an employee, agent or servant of the County; and Recipient 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.

Section 13. Notices. Any notice 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: Northwest Florida Legal Services, Inc.
Attention: W. Douglas White
226 S. Palafox Place, 10th Floor
Pensacola, Florida 32502

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.

Section 14. 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.

Section 15. Public Records. 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 the Recipient 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 Recipient seven (7) days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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**

Section 16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Recipient 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.

Section 17. Compliance with Laws. Recipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

Section 18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Recipient without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

Section 19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Steven Barry, Chairman

DATE: _____
BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

Date: 10-05-2020

NORTHWEST FLORIDA LEGAL SERVICES, INC.

By: W. Douglas White
Title: Executive Director
Date: 10/05/2020

Attest:

[Signature]
Corporate Secretary

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

EXHIBIT A

RECIPIENT:

NORTHWEST FLORIDA LEGAL SERVICES, INC.

APPROVED BUDGET:

PROGRAMMATIC EXPENSES ASSOCIATED WITH
CIVIL LEGAL AID SERVICES PROGRAM FUNCTIONS**\$62,344.00**

SCOPE OF SERVICES TO BE CARRIED OUT WITH THESE FUNDS:

Northwest Florida Legal Services, Inc. (NWFLS) provides high quality legal assistance to low income and elderly residents of Escambia County. We assign Escambia residents with legal issues to an attorney who can help them at no charge. We have a legal helpline where residents may contact us for legal assistance. In many cases legal advice may be provided over the telephone without the client having to come to our office. This is an advantage for many disabled clients or people with transportation issues.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18676

County Administrator's Report 7. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval of Miscellaneous Appropriations Agreements To Be Paid From The Fourth Cent Tourist Development Tax Fund

From: Amber McClure, Chief Budget Officer

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreements to be Paid from the Fourth Cent Tourist Development Tax Fund - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the Fourth Cent Tourist Development Tax Fund (108), Cost Center 360105:

1. African American Heritage Society, in the amount of \$30,000;
2. Naval Aviation Museum, in the amount of \$100,000;
3. West Florida Historic Preservation, Inc., in the amount of \$225,000 (maintenance and conservation of St. Michael's Cemetery, Mt. Zion Cemetery, AME Zion Cemetery and Magnolia Cemetery included); and
4. Five Flags Sertoma of Pensacola, Inc., in the amount of \$75,000;

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

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

The Historic Agencies supported by the TDT have coordinated and decided that the St. Michael's Cemetery Foundation, Inc., allocations, as approved by the Board at their Budget Committee of the Whole Workshops, be allocated through West Florida Historic Preservation Board, Inc., to act as an umbrella agency to all of St. Michael's Cemetery Foundation, Inc.'s Agreements. West Florida Historic will fund the St. Michael's Cemetery projects at St. Michael's Cemetery, AME Zion and Magnolia Cementeries, and Mt. Zion Cemetery and be reimbursed by the County.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2020/2021 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney Kristin D. Hual has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Miscellaneous Appropriations Agreement-African American Heritage Society

Miscellaneous Appropriations Agreement-Naval Aviation Museum

Miscellaneous Appropriations Agreement-West Florida Historic Preservation

Miscellaneous Appropriations Agreement-Five Flags Sertoma

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
AFRICAN-AMERICAN HERITAGE SOCIETY, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and African-American Heritage Society, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3022641, with a principal address of 200 East Church Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital force of historical preservation and saves and protects the County's unique historical legacy; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of \$30,000.00 to conduct a program generally described as *African-American Heritage Society, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor

of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of \$30,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period

unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-30-2020

AFRICAN-AMERICAN HERITAGE SOCIETY, INC.

By: Cheryl Howard

Title: Exec. Dir & CEO

Date: Oct 1, 2020

Attest:
Deanne Emmanuel
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

African-American Heritage Society, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE **AFRICAN-AMERICAN**

HERITAGE SOCIETY, INC. \$30,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To continue the operations of the African American Heritage Center in Historic Pensacola Village which is a vital part of the cultural tourism landscape of Pensacola; provide for full time personnel to operate the Center, its programs and events; to continue to present speaker series programs, exhibits, festivals and events focused on cultural heritage tourism, highlighting the rich diversity of the African American experience.

To enrich the youth of the community, primarily in the underserved areas with our Summer Heritage Scholars Program which in many ways is a carryover throughout the school year via our participation throughout the year in a partnership with Dickerson Library initiatives Book/Reading Program.

To seek funding and sponsorships to purchase copies of books to be read and then given to each of the students in attendance, immediately after the program.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
THE NAVAL AVIATION MUSEUM FOUNDATION, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and The Naval Aviation Museum Foundation, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-6178237, with administrative offices at 1750 Radford Boulevard, Suite B, NAS, Pensacola, Florida 32508 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Naval Aviation in Pensacola; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$100,000.00** to conduct a program generally described as *the Naval Aviation Museum and the Naval Flight Academy* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement,

and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/2021 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$100,000.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or

\$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-30-2020

THE NAVAL AVIATION MUSEUM FOUNDATION, INC.

By: Kyle G...

Title: President and CEO NAMF

Date: 2 October 2020

Attest:

Bill Bowers Bill Bowers
2020-10-06 14:48-05:00
Corporate Secretary
Chief Financial Officer

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

The Naval Aviation Museum Foundation, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE NAVAL AVIATION MUSEUM
FOUNDATION, INC.....

\$100,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The use of 2020-2021 dollars will continue to be used in the same manner, applied to program and/or operational costs such as meals for those attending our summer sessions. By expending the funding in this manner, NFA is better able to leverage donations from other sources to provide full or partial tuition to not only local students, but students from all 50 states and 22 foreign countries.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
WEST FLORIDA HISTORIC PRESERVATION, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., d/b/a UWF Historic Trust, a Florida not for profit corporation authorized to conduct business in the State of Florida, FE/EIN 23-7009319, with a principal address of 120 Church Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the total sum of \$225,000.00 to conduct programs generally described as *West Florida Historic Preservation, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

- B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and
- C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or statutes appropriating such funds, or the provisions of §129.09, Florida Statutes, have been violated; and
- D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the

current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of \$225,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

**WEST FLORIDA HISTORIC PRESERVATION, INC.,
d/b/a UWF Historic Trust**

By/Title: Kristin D. Hual, SACA

Date: 09-30-2020

By: R. Out

Title: Executive Director

Date: 9-30-20

Attest:
Quincy Bell
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

West Florida Historic Preservation, Inc.

d/b/a UWF Historic Trust

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM

FUNCTIONS OF THE **WEST FLORIDA HISTORIC**

PRESERVATION, INC., d/b/a UWF HISTORIC TRUST \$ 225,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The requested funding will be used towards a) the costs of marketing our operation to both locals and tourists, b) the printing of brochures, rack cards, lesson plans, and other printed operational materials, c) the purchase of consumable office supplies used to conduct business and general site maintenance costs, and d) the expense of insuring the historic properties. We also have some administrative costs associated with assisting with the preservation, maintenance, interpretation, and marketing of some of our historic cemeteries as outdoor museums to our citizens and visitors.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
FIVE FLAGS SERTOMA OF PENSACOLA, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Five Flags Sertoma of Pensacola, Inc., a nonprofit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 51-0195513, with a principal address of 201 East Gregory Street, Pensacola, FL 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by providing for a patriotic countywide celebration each Independence Day commemorating the nation's birth which both educates and informs all Americans of their birthright; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Fourth Center Tourist Development Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of \$75,000.00 to conduct a program generally described as Sertoma's Fourth of July Celebration and more particularly set out in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year;

G) To obtain insurance coverage for outdoor events, as may be required at the County's discretion, and furnish a certificate of insurance to the County reflecting the additional insured status of the County and listing the County as a certificate holder prior to the date of the Event; and

H) To successfully perform the program more particularly described in Exhibit A.

The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of \$75,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County

Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-30-2020

FIVE FLAGS SERTOMA OF PENSACOLA, INC.

By: [Signature]
Title: Regional Director

Attest:
[Signature]
Corporate Secretary

EXHIBIT A

2020/2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Five Flags Sertoma of Pensacola, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM

FUNCTIONS OF FIVE FLAGS SERTOMA

OF PENSACOLA, INC \$75,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Sertoma's Fourth of July Fireworks celebration event, including, but not limited to, Fireworks, Port-O-Lets, Trash Removal, Sound/stage/band, Children's area and Insurance.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18680

County Administrator's Report 7. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval of Miscellaneous Appropriations Agreement for Fiscal Year 2020/2021 for Keep Pensacola Beautiful, Inc.

From: Amber McClure, Chief Budget Officer

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreement for Fiscal Year 2020/2021 for Keep Pensacola Beautiful, Inc. - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc., in the amount of \$51,804, to be paid from Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

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

C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of this Agreement is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2020/2021 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney Kristin D. Hual has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Miscellaneous Appropriations Agreement-Keep Pensacola Beautiful

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
KEEP PENSACOLA BEAUTIFUL, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Keep Pensacola Beautiful, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-1863230, with a principal address of 9 West Blount Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves as a vital source of environmental action which preserves and protects the County's natural resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Solid Waste Management Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of \$51,804.00 to conduct the program generally described as *Keep Pensacola Beautiful, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of \$51,804.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Healy, SACA

Date: 09-30-2020

Attest: _____
Corporate Secretary

KEEP PENSACOLA BEAUTIFUL, INC.

By: [Signature]
Title: Executive Director
Date: 10/1/2020

EXHIBIT A
2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Keep Pensacola Beautiful, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF KEEP PENSACOLA BEAUTIFUL, INC. \$51,804.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

KPB is able to provide an excellent opportunity for community service workers to complete their mandated hours. Currently, KPB employs six people who previously completed their community service through our program. KPB supervisors are able to see each individual's work ethic and attitude and can often act as references for jobs both at KPB and elsewhere. This is important as many workers often find it difficult to get a job after their conviction. KPB's program can sometimes offer the help they need to get reestablished as a productive member of the community.

Through KPB's roadside litter removal program, our team has removed thousands of pounds of litter from community roadways. National studies have shown that un-littered areas are less likely to attract litter and vice-versa. By keeping roadways litter free, KPB hopes to foster individual responsibility for the community and the environment and demonstrate that litter-free areas are a social norm.

KPB's ability to host an Adopt-A-Spot program has been an asset to community members who are looking for a simple way to give back and get involved. We have had volunteer groups comment on how they are seeing less and less trash each time they perform a cleanup at their spot (although cigarette butts remain the most commonly found item). The Adopt-A-Spot signs at their location are a great way to instill a sense of pride in the volunteer groups, and also offer a way for local businesses to get their name out there and show that they are a community-minded company.

KPB will continue to collect and recycle ink cartridges from local business partners to help divert toxic chemicals from landfills. KPB hopes to expand this program to encompass an adult education program centered around general work-place recycling habits.

KPB staff are sometimes called upon by county Code Enforcement to assist elderly or disabled residents with lawn maintenance. This one-time service offers the homeowners a last resort before having to pay the fine.

KPB will continue to host and promote an ECUA Oil and Grease recycling station. This station gets heavily used by the surrounding neighborhoods.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18677

County Administrator's Report 7. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval of Miscellaneous Appropriations Agreements To Be Paid Out Of Local Option Sales Tax Fund

From: Amber McClure, Chief Budget Officer

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreements To Be Paid Out Of Local Option Sales Tax Fund - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement To Be Paid Out of Local Option Sales Tax Fund:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the Local Option Sales Tax Fund (353), Cost Center 110277:

1. Gulf Coast Minority Chamber of Commerce, Inc., in the amount of \$75,000;
2. Junior Achievement of Northwest Florida, Inc., in the amount of \$20,000;
3. Center for Independent Living of Northwest Florida, Inc., in the amount of \$30,000; and
4. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, in the amount of \$238,875;

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

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2020/2021 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney Kristin D. Hual has reviewed and approved the Agreements for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

NA

Attachments

Miscellaneous Appropriations Agreement-Gulf Coast Minority Chamber of Commerce

Miscellaneous Appropriations Agreement-Junior Achievement

Miscellaneous Appropriations Agreement-Center for Independent Living

Miscellaneous Appropriations Agreement-Escambia School Readiness

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
GULF COAST MINORITY CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Gulf Coast Minority Chamber of Commerce, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 83-1973128, with a principal address of 321 North Devilliers Street, Suite 104, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing business and industry recruitment services to the County resulting in the economic betterment of the County's residents; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Local Option Sales Tax IV Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of \$75,000.00 to conduct the program generally described as *Gulf Coast Minority Chamber of Commerce, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of \$75,000.00 to be matched by revenue sources from other than local government revenues for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal

year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACS

Date: 10-01-2020

GULF COAST MINORITY CHAMBER OF COMMERCE, INC.

By: Brian Wyer

Title: President / CEO

Date: 10-2-20

Attest: Lawn Noy
Corporate Secretary
(Office Director
of Communications
& Member Relations)

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Gulf Coast Minority Chamber of Commerce, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE GULF COAST
MINORITY CHAMBER OF COMMERCE,
INC.

\$75,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The Funds will be used to pay the office staff and for the day-to-day operation of the Gulf Coast Minority Chamber of Commerce. The staff is the key component to ensuring that the mission of the GCMCC is carried out. The funds were also used to assist with programs needed to complete our mission of serving our community. Our return to the county is increasing the amount of minority businesses involvement in economic development

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY, FLORIDA AND
JUNIOR ACHIEVEMENT OF NORTHWEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Junior Achievement of Northwest Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 59-0839555, with a principal address of 6677 North Davis Highway, Suite B, Pensacola, Florida 32504 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by training volunteers from the business community to teach the JA evidence-based curriculum in local K-12 classrooms to promote financial literacy and workforce preparedness; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Local Option Sales Tax IV Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of \$20,000.00 to conduct a program generally described as the *Junior Achievement Program - Escambia County, Florida* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or

Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of \$20,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-01-2020

JUNIOR ACHIEVEMENT OF NORTHWEST FLORIDA, INC.

By: _____
Johnny Rayard, Chairman

Date: 10-5-2020

Attest: Bill 10-5-20
Corporate Secretary
(SEAL)

EXHIBIT A

2020/2021 MISCELLANEOUS APPROPRIATIONS AGREEMENT

NAME OF ORGANIZATION:

Junior Achievement of Northwest Florida, Inc.

APPROVED BUDGET

**SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF JUNIOR ACHIEVEMENT OF
NORTHWEST FLORIDA, INC.**

\$20,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Funding will be used to purchase financial literacy curriculum focused on the basics of establishing employment, managing a budget, and workforce entry, with specific emphasis on soft skills training (for high school level) for Title One schools.

Elementary school level materials focus on family income, budgeting, saving money and the reasons for maintaining a savings, and how the family economy affects each member of the family.

Upper level programs build on the basic concepts covered in lower division programs. As programming advances grade by grade, programming shifts focus to include concepts such as job seeking preparation, resume writing and filling out job applications, and interviewing.

EXHIBIT B

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To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
CENTER FOR INDEPENDENT LIVING OF NORTHWEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Center for Independent Living of Northwest Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-2288751, with a principal address of 3600 North Pace Boulevard, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing pre-employment training services to youth with disabilities who are transitioning out of high school or post-secondary education; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Local Option Sales Tax IV Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **\$30,000.00** to conduct the program generally described as *Center for Independent Living of Northwest Florida, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **\$30,000.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried

forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

DATE: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: Kristin D. Hual, SACA

Date: 10-01-2020

CENTER FOR INDEPENDENT LIVING OF NORTHWEST FLORIDA, INC.

By: Cathy L. Han, MNW, LGSW, LMSW, RSW, AOTC

Title: Executive Director

Date: 10/02/2020

Attest:
Jana Blum
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Center for Independent Living of Northwest
Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF CENTER FOR INDEPENDENT

LIVING OF NORTHWEST FLORIDA, INC. **\$30,000.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To provide services for the citizens of Escambia County by providing pre-employment training services to youth with disabilities who are transitioning out of high school or post-secondary education.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND ESCAMBIA COUNTY
SCHOOL READINESS COALITION, INC.
D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Escambia County, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3683227 with a principal address of 3300 North Pace Boulevard, Suite 210, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient provides children of Escambia County and their parents with vital assistance for youth who may not otherwise have the opportunity to reach their potential; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Local Option Sales Tax IV Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of \$238,875.00 to conduct the program generally described as *Escambia County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Escambia County* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within

the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of \$238,875.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of \$1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will

continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-01-2020

ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC. D/B/A EARLY LEARNING COALITION

By: [Signature] Walter B. Watson, Jr.

Title: Executive Director

Date: October 1, 2020

Attest:

[Signature]
Corporate Secretary

EXHIBIT A

2020-2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

School Readiness Coalition, Inc.d/b/a Early

Learning Coalition of Escambia County

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE **ESCAMBIA COUNTY SCHOOL**

READINESS COALITION, INC. D/B/A EARLY

LEARNING COALITION OF ESCAMBIA COUNTY \$238,875.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds, as in the past, will allow us to place additional children into child care, so their parents can work, with providers who have contracted with the Coalition to deliver quality based early learning programs.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18598

County Administrator's Report 7. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Recommendation Concerning Supplemental Budget Amendment #223 - Sheriff's Department

From: Amber McClure, Chief Budget Officer

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #223, Sheriff's Department, Henrique Dias, Chief Financial Officer - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #223, Local Option Sales Tax Fund (353), in the amount of \$2,795, to recognize proceeds received from ATV Auction. These funds must now be recognized and appropriated back into the Sheriff's budget.

BACKGROUND:

The Sheriff's Department purchased a 2007 Suzuki LT-A500F vehicle from ATV Auction with LOST Funds.

Fund Number	Fund Name	Revenue CodeTitle	Amount
353	LOST IV	56401/Machinery & Equipment	\$2,795.00
		TOTAL	\$2,795.00

Fund Number/ Fund Name	Cost Center Code/ Title	Account Code/ Appropriations Title	Amount
---------------------------	----------------------------	---------------------------------------	--------

353/LOST IV	540113/Sheriff's Capital Projects	56401/Machinery & Equipment	\$2,795.00
		TOTAL	\$2,795.00

BUDGETARY IMPACT:

This Supplemental Budget Amendment will not effect the FY 20/21 Budget.

Fund Number	Fund Name	Revenue Code	Title	Amount
353	LOST IV	56401/Machinery & Equipment		\$2,795.00
			TOTAL	\$2,795.00

Fund Number/ Fund Name	Cost Center Code/ Title	Account Code/ Appropriations Title	Amount
353/LOST IV	540113/Sheriff's Capital Projects	56401/Machinery & Equipment	\$2,795.00
		TOTAL	\$2,795.00

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#223

**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's Office has received proceeds from ATV Auction. These funds must now be recognized and appropriated back into the Sheriff's budget accordingly.

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 Fund	353		
Fund Name	Fund Number		
Fund Name	Account Name	Account Code	Amount
353/Local Option Sales Tax IV Fund	Equipment Sales	364002	\$2,795
_____	_____	_____	_____
_____	_____	_____	_____
Total			\$2,795
Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
353/Local Optipn Sales Tax IV Fund	540113/Sheriff's Capital Projects	56401/Machinery & Equipment	\$2,795
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total			\$2,795

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
#223



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18689

County Administrator's Report 7. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Supplemental Budget Amendment #227 - Reclassification of BP Oil Spill Settlement Funds to the Hurricane Sally Disaster Recovery Fund

From: Amber McClure, Chief Budget Officer

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #227 - Reclassification of BP Oil Spill Settlement Funds to the Hurricane Sally Disaster Recovery Fund - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #227, Hurricane Sally Disaster Recovery Fund (112), in the amount of \$8,481,504, to recognize funds from the General Fund BP Oil Spill Settlement Funds (Cost Center 369303) and to appropriate \$5,481,504 to Repair and Maintenance Expenses (Cost Center 330902; Object Code 54601) and \$3,000,000 to Aid to Private Organizations (Cost Center 330906; Object Code 58201).

Fund Number	Fund Name	Revenue Code	Amount
112	Disaster Recovery	369303/Litigation Settlement	\$8,481,504
		TOTAL	\$8,481,504
Fund Number/Name	Cost Center/Title	Account Code/Title	Amount
112/Disaster Recovery	330902/ Cat B Hurricane Sally	54601/ Repair and Maintenance	\$5,481,504
112/Disaster Recovery	330906/ Sally 20 Projects	58201/ Aid to Private Organizations	\$3,000,000
		TOTAL	\$8,481,504

BACKGROUND:

On September 24, 2020, the Board of County Commissioners discussed the appropriation of \$5,481,504 to Repair and Maintenance for Hurricane Sally Expenses and \$3,000,000 to Aid to Private Organizations.

BUDGETARY IMPACT:

This Amendment will decrease General Fund (001) by \$8,481,504 and increase Fund 112 by \$8,481,504.

Fund Number	Fund Name	Revenue Code	Amount
112	Disaster Recovery	369303/Litigation Settlement	\$8,481,504
		TOTAL	\$8,481,504
Fund Number/Name	Cost Center/Title	Account Code/Title	Amount
112/Disaster Recovery	330902/Cat B Hurricane Sally	54601/Repair and Maintenance	\$5,481,504
112/Disaster Recovery	330906/Sally 20 Projects	58201/Aid to Private Organizations	\$3,000,000
		TOTAL	\$8,481,504

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

Supplemental Budget Amendment

**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 was awarded the Fiscal Year 2019 Prison Rape Elimination Act (PREA) Standards, Protecting Inmates and Safeguarding Communities 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
112/Disaster Recovery	369303/Litigation Settlements		8,481,504
Total			<u><u>\$8,481,504</u></u>

Fund Number / Name	Cost Center Number/Name	Account Code/ Appropriations Title	Amount
112/Disaster Recovery	330902/Cat B Hurricane Sally	54601/Repair and Maintenance	5,481,504
112/Disaster Recovery	330906/Sally 20 Projects	58201/Aid to Private Organizations	3,000,000
Total			<u><u>\$8,481,504</u></u>

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
227



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18724

County Administrator's Report 7. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval to Issue Fiscal Year 2020-2021 Purchase Orders in Excess of \$25,000, for the Human Resources Department

From: Jana Still, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Orders for Health Insurance - Jana Still, Human Resources Department Director

That the Board approve the issuance of 11 blanket and/or individual Purchase Orders, in excess of \$25,000, for Fiscal Year 2020/2021, based upon previously awarded or approved annual requirement Contracts or Contractual Agreements for the Human Resources Department.

Item	Vendor/Contractor	Not-To-Exceed Amount	Contract
A.	Delta Dental Insurance Company Vendor: #040643 Dental Insurance Cost Center: 150109 Claims	\$900,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
B.	Delta Dental Insurance Company Vendor: #040643 Dental Insurance Cost Center: 150109 Administrative Fees	\$82,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.

C.	Blue Cross Blue Shield of Florida Vendor: #023808 Health Insurance Cost Center: 150108 Retiree Premiums	\$407,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
D.	Blue Cross Blue Shield of Florida Vendor: #023808 Health Insurance Cost Center: 150108 Administrative Fees	\$1,201,906	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
E.	Blue Cross Blue Shield of Florida Vendor: #023808 Health Insurance Cost Center: 150108 Claims	\$22,941,200	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
F.	The Lincoln National Life Insurance Company Vendor: # 425648 Life Insurance Cost Center: 150110	\$320,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
G.	USI Southwest Inc Vendor: #424847 Consulting/Broker Services Cost Center: 150108	\$62,500	PD 16-17-094
H.	Stop Loss Insurance Service, Inc. Oct 19 – Dec 19 Vendor: #425652 Health Insurance Cost Center: 150108 Stop Loss Insurance	\$210,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
I.	The Lincoln National Life Insurance Company Vendor: #425648 Long Term Disability Cost Center: 150113	\$87,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.

J.	Humana Insurance Company Vendor: #L21633 Vision Care Insurance Cost Center: 150114 Vision Care Coverage	\$130,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
K.	Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor: #50079 Health Clinic Cost Center: 150112	\$68,000	PD 09-10.005
L.	Marathon Health, LLC (Marathon) Champlain Mill 20 Winooski Falls Way, Suite 400 Winooski, VT 05404	\$1,050,000	PD 19-20.035
M.	PlanSource Benefits Administration Vendor: #426378 101 S. Garland Ave., Suite 203 Orlando, FL 32801	\$240,000	Bidding process completed by USI on behalf of the County.

[Funding: Fund 501, Worker's Compensation, Health, and Life Funds]

BACKGROUND:

The Human Resources Department has 11 Purchase Orders that, during the course of a Fiscal Year, equal or exceed \$25,000 to support the employee benefits. Issuance of these Purchase Orders during October 2020, is essential to ensure continuity of benefits for employees and retirees.

Dental: (Items A & B)

USI went out to bid for dental insurance in 2018, for the County and received a three-year premium guarantee, reducing our administrative fees from \$3.20 to \$2.85 through December 2021.

We are self-funded and at least once a year we review Administrative Services Only (ASO) fees. We have not adjusted them in the last 13 years.

- We reduced our administrative costs and kept a network that services our employees.
- As of August 2020, we have 860 active employees that have elected low coverage and 948 active employees that elected the high coverage.
- Employee premiums collected are approximately \$458,042 per year to offset our claims and administrative fees.
- We presently have 469 retirees that have our dental coverage and they are

responsible for all ASO fees. Annual premiums paid by retirees are approximately \$185,772.

- In total, we receive approximately \$643,814 in premiums to support the dental program.
- This year we budgeted \$900,990 for claims and \$81,943 for administrative fees. We are running approximately \$902,000 in claims and \$81,000 in administrative services. Enrollment numbers are running steady compared to last year numbers.
- If each employee and retiree maxed out on the dental plan, we could spend roughly 2.8 million dollars. This does not include dependents and orthodontic coverage.

Health Insurance: (Items: C, D, E, & H)

USI went out to bid for health insurance in 2018, for the County for administrative services. The Administrative fees Purchase Order will be for the complete Fiscal Year.

Stop Loss is a year-by-year negotiation depending on the utilization of the health plan. While the Stop Loss Purchase Order on this Board action will be for the period of October 2020, through December 2020, once the Stop Loss negotiation has been completed, we will provide an additional Board action to authorize the Purchase Order.

We also have a Purchase Order that is separate for retirees that have enrolled in the Medicare Advantage Plan, Plan F Supplement (Grandfather), and the Rx Only Plan. The premiums are established by Medicare (CMS) prior to the beginning of the calendar year and are paid by the retirees.

Broker/Consultant: (Item G)

The County is in the third and last year of the Contract with USI for Broker/Consultant Services to expire March 2021. We will be going out to bid in the next couple of months. USI has provided excellent consulting for all benefit programs including the clinic. The County and employees have received savings in each of the Contracts. Our Stop Loss premiums have been flat for the first two years and we will be finalizing the 2021 Contract in the next month. USI renegotiated with Florida Blue regarding pharmacy rebates, which will increase our pharmacy rebates effective January 2020.

Life: (Item F)

USI went out to bid for life insurance in 2018 for the County and received a 2-year premium guarantee, reducing our basic life insurance and AD&D insurance premiums through December 2020. The vendor has agreed to extending the Contract an additional year (December 2021).

- Our present cost for basic life is \$.081 per thousand and AD&D is \$.018 per thousand.
- We provide both \$40,000 basic life and AD&D insurance to all eligible employees

along with the additional \$10,000 coverage for those employees that do not take our health insurance.

- Retirees receive \$5,000 basic life insurance paid by the County.
- The total cost to the County is approximately \$107,000, and the remaining portion of the Purchase Order pays for supplemental life that employees have elected for themselves and their dependents.

Long Term Disability: (Item I)

In January 2019, we began paying Long Term Disability premiums out of the revenue account of the Human Resources Department for all appointing authorities. The premiums are paid by the employees. As with the Life insurance, the vendor has agreed to extend the Contract until December 2021.

Vision Care: (Item J)

In January 2020, we started paying Vision Care premiums out of the revenue account by the Human Resources Department for all appointing authorities. The premiums are paid by the employees and retirees.

Clinic: (Items K & L)

The County has a one-month extension with Concentra, October 2020, in this Fiscal Year. In November 2020, the clinic vendor will be moving from Concentra to Marathon.

PlanSource: (Item M)

PlanSource is the Benefit Administrative System that was implemented prior to open enrollment last year. A Benefit Administrative System is an essential function for managing our benefit programs in support of approximately \$29M budget and servicing approximately 3,000 employees and retirees plus their families. Some of the key features it has provided include: electronic entry for enrollment/qualified life event, 24-hour access for employees and their family from work or home to provide access to plan documents and comparison of benefits, Cobra/ACA administration, monitoring of retiree insurance payments, provides Electronic Data Interchange (EDI) files to our core benefit providers, and assists in reconciling our administrative bills. The program has eliminated duplicate entries in different programs and reduced chances of error.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund 501, Worker's Compensation, Health, and Life Fund with the approved budget for Fiscal Year 2020/2021.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will coordinate with the Office of Purchasing to generate the Purchase Orders as the instrument for placing orders and making payments to provide services.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18720

County Administrator's Report 7. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Public Officials Liability

From: Mark Bartlett, Risk Manager

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Public Officials Liability - Mark Bartlett, Manager, Risk Management Office/Jana Still, Human Resources Department Director

That the Board approve the payment to USI Insurance Services, LLC, in the amount of \$49,612, for Public Officials Liability written through Chubb Group of Insurance Companies (ACE American Insurance Company) for the period of November 1, 2020, through September 30, 2021, with a \$75,000 deductible.

Vendor	Funding	Amount
USI Insurance Services, LLC Public Officials Liability	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	\$49,612

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

BACKGROUND:

In conjunction with our broker, USI, we solicited 24 insurance companies and only 3 responded. We selected the policy that covered the most with the least amount of exclusions and provided as the most cost efficient option. We are currently working with Chubb to better define the policy and its exclusions along with providing examples to ensure all parties have full understanding of the coverage.

Liability claims against municipalities have mushroomed in recent years. Public Officials Liability is the liability exposure faced by a public official from "wrongful acts," defined under public officials' liability insurance policies as actual or alleged errors, omissions, misstatements, negligence, or breach of duty in his or her capacity as a public official or employee of the public entity. Transfer of this risk to

an insurer is one of the most effective and efficient risk management techniques available to a public entity.

The recommended Public Official's Liability policy covers actions that result in monetary loss but not bodily injury or property damage. Examples include zoning and hiring decisions. Employment practices are a significant source of Public Official's Liability claims. The recommended policy has a very broad definition of insured. The entity, elected and appointed officers, employees, members of boards and committees, and volunteers are afforded coverage under this insurance policy.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the contract administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners purchase orders will be issued by the Purchasing Office to provide payment for services rendered from the contract.

Attachments

Public Officials Quote

Insurance Quotes



Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. Chubb recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for Chubb insureds, called EPL

Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting Chubb insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, Chubb insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - Employment policies and practices
 - Human Resources forms library
 - Sample employee handbooks, including supplement information for all 50 states
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

How do I access EPL Assist™?

To learn more about EPL Assist™, please contact your broker or visit www.EPLAssist.com.

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the Chubb Companies ("Chubb"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. Chubb and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. Chubb does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C, either directly, or through the EPL Assist website is not notice to the Chubb issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.



In care of:

To: Greg Lee From: Matthew Reb
Company: USI INSURANCE SERVICES LLC Date: 8/29/2019
Tel: 470-428-9745 Tel: _____
e-mail: Greg.Lee@usi.com e-mail: matthew.reb@chubb.com
Re: Primary Indication Pages including cover: 4
Licensed
Producer: _____

Account: Escambia County, Florida
Insured Address: 221 Palafox Place
Pensacola, FL, 32501-1703
Line of Coverage: ACE Municipal Advantage Public Entity Liability
Type of Submission: Policy # G71743081 002
Insuring Company: ACE American Insurance Company
Effective Date: 11/01/2020
Expiration Date: 10/01/2021

Dear Greg,

I am pleased to offer the attached quotation for Escambia County, Florida. The commission payable for placement of this business is 0.00%.

Thank you for considering the Chubb USA Companies as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Matthew Reb
Underwriter
Chubb – NA Financial Lines

Account: **Escambia County, Florida**

The Insurer hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on **10/01/2020**:
 - a. What procedures have been implemented to address COVID – 19?
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

PREMIUM INDICATION(S):

ACE Municipal Advantage Public Entity Liability Terms:

	Limit of Liability Each Claim / Aggregate	Crisis Management Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Florida Hurricane Catastrophe Fund Assessment	2012 Florida Insurance Guaranty Fund	TOTAL PREMIUM DUE
1	\$1,000,000/ \$1,000,000	\$ 25,000	IA.1 \$0 IA.2 and IB.\$75,000 IC. \$100,000	\$49,612	\$0			\$49,612

*(A. Public Officials' Liability B. Public Entity Reimbursement & Public Entity Liability C. Employment Practices Liability)

Please note the following:

1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The Premium for the coverage is set forth above.
2. If bound, the insurance policy will include access to EPL Risk Management Services. EPL Risk Management Services is an interactive loss control activity available to ACE Municipal Advantage Public Entity Liability policyholders as part of CHUBB Financial Lines loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All communications with the EPL Risk Management Services are strictly confidential and will not be disclosed to the Insurer. Please see the enclosed material for more information about the EPL Risk Management Services.

Policy Form Number: PF-23535 / PF-23536 (01/08)

Extended Reporting Period: 12 months for 100% of last annual premium

Policy Forms and Endorsements:

- CC-1K11i (02/18) – Signatures
- PF-23541 (01/08) – Bond Exclusion
- PF-47763 (05/16) - Public Entity Liability Enhancement Endorsement
- PF-38981 (01/13) - False Claims Act Exclusion
- PF-37210 (02/12) – Network Security or Privacy Liability Exclusion
- PF-32323 (12/10) – Breach of Contract Exclusion K Amended- (\$100,000 Defense Cost Sublimit)
 - MS-61555 – Employee Benefit Liability Exclusion Amended (\$50,000 Defense Cost Sublimit)
 - MS-61550 - Eminent Domain Exclusion Amended (\$100,000 Defense Cost Sublimit)
 - MS-61554 - Definition Of Application/Attachments Limited To Past 12 Months
 - MS-61553 - 100% Defense Cost Allocation
 - PF-26081- Claim Amended (Criminal Proceeding)

State Amendatory Endorsement(s) added to basic contract(s):

- PF-23580 (02/08) – FL Amendatory

TRIA Endorsements added to basic contract(s):

- PF-24713 (01/08) – Cap On Losses From Certified Acts Of Terrorism
- PF-17705b (01/15) – Cap On Losses From Certified Acts of Terrorism
- TR-19606d (01/15) – PolicyHolder Disclosure Notice of Terrorism Insurance Coverage

This indication will remain valid until 11/01/2020.

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

Please note that the Insured will have access to the EPL Risk Management Services as part of its Employment Practices

Liability coverage, in conjunction with Chubb Financial Lines loss control services. The EPL Risk Management Services is an interactive loss control service available to Chubb Financial Lines policyholders who have Employment Practices Liability as part of their policies. This service is available to policyholders at no additional cost. The purpose of this program is to provide our policyholders with access to general information about sound employment practices before a claim occurs. Loss control is an adjunct to the function of insurance underwriting, and supports that function through risk assessment and improvement. It is not intended to supplant any duty to provide a workplace that is safe and that complies with the law. Chubb Financial Lines and the EPL Risk Management Services cannot and do not guarantee or represent that there will be fewer or less serious claims as a result of using the program. This service may not be available in all states or to all policyholders within a state. For insurance policy terms and conditions, please refer to the actual insurance policy. The above descriptions are neither a complete description nor a complete list of all terms and conditions. Furthermore, please note that communication with the EPL Risk Management Services is not notice to Chubb of a claim or of an act or situation that may give rise to a claim. To be eligible to receive the coverage to which a policyholder may be entitled, the policyholder must give Chubb written notice, following the actual policy notice provisions. Policyholders are encouraged to consult their insurance agent or broker for advice on how to file a claim.

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. For purposes of surplus lines compliance, we require the producer to confirm, upon the binding of this placement, the insured's "home state" as defined in the Nonadmitted and Reinsurance Reform Act of 2010 (NRRA). If the state set forth in "Insured Address" in this quote is the insured's "home state," then no action is required. However, if the insured's "home state" is other than that set forth in "Insured Address," then you must notify us in writing prior to placement of the correct "home state" of the insured.

Account: [Escambia County, Florida](#)

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,

Matthew Reb
Underwriter

Chubb – NA Financial Lines



U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT (“FATCA”)

The U.S. Foreign Account Tax Compliance Act, commonly known as “FATCA”, became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:

<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions, limit of liability and other provisions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

I. INSURING AGREEMENTS

A. Public Entity Management Liability

1. Public Officials' Liability

The **Insurer** will pay on behalf of the **Insured Persons** all **Damages** and **Claims Expenses** for which the **Insured Persons** are not indemnified by the **Public Entity** and which the **Insured Persons** become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

2. Public Entity Reimbursement

The **Insurer** will pay on behalf of the **Public Entity** all **Damages** and **Claims Expenses** for which the **Public Entity** has indemnified the **Insured Persons** and which the **Insured Persons** become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

B. Public Entity Liability

The **Insurer** will pay on behalf of the **Public Entity** all **Damages** and **Claims Expenses** for which the **Public Entity** becomes legally obligated to pay by reason of a **Claim** first made against the **Public Entity** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

C. Employment Practices Liability

The **Insurer** will pay on behalf of the **Insureds** all **Damages** and **Claims Expenses** for which the **Insureds** becomes legally obligated to pay by reason of a **Claim** first made against them and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

D. Public Entity Crisis Management Coverage

The **Insurer** will pay on behalf of the **Public Entity** the **Crisis Management Expense** for which the **Public Entity** becomes legally obligated to pay by reason of a **Crisis Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Crisis Management Fund**.

II. DEFENSE

- A. The **Insurer** shall have the right and duty to defend any covered **Claim** made against the **Insured** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**, even if such **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Insurer**, and the **Insurer** shall have

the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary.

- B. Solely with respect to Insuring Agreements I.A.2, **Public Entity** Reimbursement, and I.B, **Public Entity** Liability, the **Insurer** shall not settle any **Claim** without the written consent of the **Public Entity**. The **Insurer** shall have the right to settle any **Claim** at its sole discretion with respect to all other Insuring Agreements. If the **Public Entity** refuses to consent to a settlement or a compromise recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** Limit of Liability under this **Policy** with respect to such **Claim** shall be reduced to (1) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (2) 50% of all subsequent covered **Claims Expenses** in excess of such amount, which sum shall not exceed the unexhausted Limits of Liability specified in Item 3 of the Declarations. The remaining 50% of **Claims Expenses** and all subsequent **Damages** shall be borne uninsured by the **Insureds** and at their own risk. In such event, the **Insurer** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, except as otherwise stated in this subsection B.
- C. The **Insurer** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle, any **Claim** after any applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted by payment of **Damages** and **Claims Expenses**, or by any combination thereof, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In such case, the **Insurer** shall withdraw from the investigation, defense, payment or settlement of such **Claim** and shall tender the investigation, defense and control of such **Claim** to the **Insured**.
- D. The **Insureds** shall cooperate with the **Insurer**, and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insureds** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall immediately forward to the **Insurer**, at the address indicated in Item 5A of the Declarations, every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives.

III. DEFINITIONS

When used in this **Policy**:

- A. **Adverse Publicity** means the publication of unfavorable information regarding the **Public Entity** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Public Entity** to conduct business. Such publication must occur in a report about an **Insured** appearing in:
1. a daily newspaper of general circulation; or
 2. a radio or television news program.
- B. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any **Policy** of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Policy**.
- C. **Bodily Injury** means physical injury to the body, physical pain, sickness, disease, and death. **Bodily Injury** also means mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation (collectively "**Mental Distress**"), but only if such **Mental Distress** arises from and is accompanied by injury to the claimant's body, sickness, disease or death.

D. **Claim** means:

1. a written demand against any **Insured** for monetary **Damages** or non-monetary or injunctive relief;
2. a civil proceeding against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. a binding arbitration proceeding, only if the **Insurer** has provided its prior written consent to such proceeding, against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief;
4. a civil, administrative or regulatory proceeding against any **Insured** commenced by the issuance of a notice of charge or formal investigative order, including without limitation any such proceeding by or in association with the Equal Employment Opportunity Commission or any other similar federal, state or local governmental authority located anywhere in the world;
5. a civil, administrative or regulatory investigation against any **Insured**, commenced by the service upon or other receipt by any **Insured** of a written notice or subpoena from the investigating authority identifying any **Insured** as an individual against whom a civil, administrative or regulatory investigation or proceeding is to be commenced; or
6. solely with respect to coverage provided under Insuring Agreement I.C, a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** described in paragraphs 1 through 5 above.

including any appeal therefrom. However, **Claim** shall not include a labor or grievance arbitration or proceeding which is subject or pursuant to a collective bargaining agreement

E. **Claims Expenses** means:

1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in the investigation and defense of covered **Claims**;
2. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the **Insurer** shall have no obligation to apply for or furnish such bond; and
3. prejudgment and post-judgment interest awarded in any **Claim**.

Claims Expenses shall not include wages, salaries, fees or costs of directors, officers or **Employees** of the **Insurer** or the **Insured** or **Crisis Management Expenses**.

F. **Crisis Event** means one of the following, except where coverage is otherwise excluded under Exclusions H and R of the **Policy**.

1. Management Event: The incapacity, death or state or federal criminal indictment of an **Insured Person** for whom the **Public Entity** has purchased and continues to maintain key individual life insurance;
2. Funding Cancellation: The cancellation, withdrawal or revocation of \$500,000 or more in funding, donation(s), grant(s) or bequest(s) by a non-government entity or person to the **Public Entity**;
3. Bankruptcy: The disclosure by the **Public Entity** of (a) its intention to file or its actual filing for protection under federal bankruptcy laws, or (b) a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Public Entity**;
4. Employment Event: The disclosure by the **Public Entity** of the threatened or actual commencement by a third-party of an action, audit or investigation alleging a **Wrongful Employment Practice** by the **Public Entity** which has caused or is reasonably likely to cause **Adverse Publicity**; and

5. **Material Event:** Any other material event which, in the good faith opinion of the **Public Entity**, has caused or is reasonably likely to result in **Adverse Publicity**, but only if such material event is scheduled for coverage by written endorsement to this **Policy**.
- G. **Crisis Management Expense** means the following expenses incurred by the **Public Entity** during a period beginning ninety (90) days prior to and in reasonable anticipation of a **Crisis Event** and ending ninety (90) days after an actual or reasonably anticipated **Crisis Event**, irrespective of whether a **Claim** is actually made with respect to the subject **Crisis Event**; provided, however, that the **Insurer** must have been notified of the **Crisis Management Expense** within thirty (30) days of the date the **Public Entity** first incurs the subject **Crisis Management Expense**:
1. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Public Entity** incurs for **Crisis Management Services** provided to the **Public Entity** by a **Crisis Management Firm**, and
 2. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Public Entity** incurs for (a) advertising, printing, or the mailing of matter relevant to the **Crisis Event**, and (b) out of pocket travel expenses incurred by or on behalf of the **Public Entity** or the **Crisis Management Firm**; provided, however, **Crisis Management Expense** does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an **Insured** or any of the **Insured's Employees**.
- H. **Crisis Management Firm** means a marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Public Entity** with the **Insurer's** prior written consent, to perform **Crisis Management Services** arising from a **Crisis Event**.
- I. **Crisis Management Fund** means the amount specified in Item 8 of the Declarations.
- J. **Crisis Management Services** means the professional services provided by a **Crisis Management Firm** in counseling or assisting the **Public Entity** in reducing or minimizing the potential harm to the **Public Entity** caused by the public disclosure of a **Crisis Event**.
- K. **Damages** means compensatory damages, judgments, any award of prejudgment and post-judgment interest, and settlements which the **Insured** becomes legally obligated to pay on account of any **Claim** first made against any **Insured** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for **Wrongful Acts** to which this **Policy** applies. Such damages include punitive and exemplary damages and the multiple portion of any multiplied damage award, if and to the extent such damages are insurable under the law of the applicable jurisdiction most favorable to the insurability of such damages.

With respect to any **Claim** arising out of a **Wrongful Employment Practice**, **Damages** shall also mean:

1. front-pay and back-pay, except as otherwise stated below; and
2. liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act.

Damages shall not include:

1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
2. taxes, fines or penalties;
3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
4. employment-related benefits, retirement benefits, perquisites, vacation and sick days, medical and insurance benefits, deferred cash incentive compensation or any other type of compensation other than salary, wages, bonuses, commissions and non-deferred cash incentive compensation;

5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
 6. any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person, or any liability or costs in connection with any educational, sensitivity or other corporate program, policy or seminar;
 7. **Crisis Management Expenses**; or
 8. liquidated damages, except to the extent specifically included as **Damages** above.
- L. **Employee** means any natural person whose labor or services are engaged and directed by the **Public Entity** (including any part-time, seasonal and temporary employee or volunteer), but only while acting in his or her capacity as such, and any natural person who is leased to the **Public Entity**, but only if the **Public Entity** provides indemnification to such leased person in the same manner as is provided to the **Public Entity's** employees.
- M. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section VII, **Extended Reporting Periods**.
- N. **Incidental Medical Malpractice** means injury arising out of emergency medical services rendered or which reasonably should have been rendered to any person or persons during the **Policy Period** by any duly certified emergency medical technician, paramedic or nurse who is an **Employee** of the **Public Entity** or acting on its behalf to provide such services, but is not employed, either full-time or part-time, at a hospital, clinic or nursing home facility. **Incidental Medical Malpractice** also includes injury arising out of the dispensation of prescribed medicine.
- O. **Insured** means the **Public Entity** and any **Insured Persons**;
- P. **Insured Persons** means the following, but only to the extent such persons are acting solely in their capacities as legally authorized representatives of the **Public Entity**:
1. all persons who were, now are or shall be lawfully elected or duly appointed officials or **Employees**;
 2. commissions, boards, or other units, and members and **Employees** thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this **Policy**;
 3. volunteers acting for or on behalf of, and at the written request and under the direction of, the **Public Entity**;
 4. elected or duly appointed officials and **Employees** of the **Public Entity** duly appointed at the written request of the **Public Entity** to serve with an outside tax exempt entity;
 5. any person providing services for the **Public Entity** under a mutual aid or similar written agreement; and
 6. elected or duly appointed officials and **Employees** of the **Public Entity** as a director or officer of a non-profit organization created and operated under Section 501c(3) of the Internal Revenue code of 1988, amended, for any **Wrongful Acts** they have committed in their respective capacities as a director or officer of such non-profit organization, provided that: (1) the appointment of the elected or duly appointed official or **Employee** to such non-profit organization is based solely upon the person's being an elected or duly appointed official or **Employee** of the **Public Entity**; and (2) such elected or duly appointed official or **Employee** is directed in writing by the **Public Entity** to serve as a director or officer of such non-profit organization prior to beginning such service.
- Q. **Insurer** means the insurance company providing this insurance.

- R. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- S. **Personal Injury** means injury arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. libel, slander or other defamatory or disparaging material;
 4. publication or an utterance in violation of an individual's right to privacy; and
 5. wrongful entry or eviction, or other invasion of the right to private occupancy.
- T. **Policy** means, collectively, the Declarations, the **Application**, this **Policy**, including any endorsements.
- U. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section XIV, Termination of the **Policy**.
- V. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.
- W. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible or intangible property, including the loss of use thereof; and
 2. loss of use of tangible or intangible property which has not been physically injured, lost, damaged or destroyed.
- X. **Public Entity** means the municipality, governmental body, department or unit which is named in Item 1 of the Declarations.
- Y. **Retaliation** means retaliatory treatment on account of:
1. the actual or attempted exercise by an **Employee** of any rights of such an **Employee** under law, including workers' compensation laws, the Family and Medical Leave Act, and the Americans with Disabilities Act;
 2. the filing of any claim under any statute, rule or regulation to protect an **Employee** from discrimination by his or her employer if such **Employee** discloses or threatens to disclose to a superior or a governmental agency, or if such **Employee** gives testimony relating to, any activity within such employers operations which may be in violation of a statute, rule or regulation or any professional codes of ethics, including the Federal False Claims Act;
 3. the disclosure or threat of disclosure by an **Employee** of the **Public Entity** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;

4. an **Employee** assisting, cooperating or testifying in any proceeding or investigation into whether an **Insured** violated any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; or

5. any strike of any **Employee** of the **Public Entity**

Z. **Sexual Abuse and Molestation** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Abuse and Molestation** includes: sexual molestation, sexual assault, sexual exploitation or sexual injury. **Sexual Abuse and Molestation** does not include **Sexual Harassment**.

AA. **Sexual Harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Harassment** includes:

1. the above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
2. the above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual Harassment does not include **Sexual Abuse and Molestation**.

BB. **Wrongful Act** means:

1. with regard to Insuring Agreements I.A.1 and 1.A.2, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by an **Insured Person** while acting in his or her capacity as such and on behalf of the **Public Entity**;
2. with regard to Insuring Agreements I.B., any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Public Entity**; or
3. with regard to Insuring Agreement I.C:
 - a. solely with respect to **Claims** brought and maintained by or on behalf of any **Employee** or applicant for employment with the **Public Entity**, **Wrongful Act** means a **Wrongful Employment Practice** committed or attempted by the **Public Entity** or by any **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**; or
 - b. with respect to all other **Claims**, **Wrongful Act** means only, or a violation of discrimination laws, including but not limited to, violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, military status, or a violation of a natural person's civil rights relating to such discrimination or **Sexual Harassment**, in either case, whether direct, indirect, intentional or unintentional, committed by an **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**.

CC. **Wrongful Employment Practice** means any actual or alleged:

1. wrongful dismissal or discharge or termination, whether actual or constructive;
2. employment-related misrepresentation;
3. any violation of employment discrimination laws anywhere in the world, including but not limited to violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, or military status;
4. **Sexual Harassment** or unlawful workplace harassment;

5. wrongful deprivation of a career opportunity or wrongful demotion;
6. failure to employ or promote;
7. wrongful discipline;
8. **Retaliation**;
9. negligent evaluation;
10. employment-related libel, slander, defamation, humiliation, invasion of privacy, or the giving of negative or defamatory statements in connection with an **Employee** reference;
11. failure to grant tenure; and
12. with respect to paragraphs S.1 through S.11 above, inclusive, negligent hiring, retention, training or supervision; infliction of emotional distress or mental anguish; failure to provide or enforce adequate or consistent corporate policies and procedures; or violation of an individual's civil rights;

of any past, present or prospective full-time, part-time, seasonal and temporary **Employee** or volunteer or leased **Employee(s)** or applicant for employment of the **Public Entity**.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

IV. EXCLUSIONS

Except as limited under Insuring Agreement I.D, **Public Entity** Crisis Management Coverage, the **Insurer** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured** ("**Excluded Conduct**"); however, this exclusion shall not apply: (1) unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such **Excluded Conduct**, at which time the **Insured** shall reimburse the **Insurer** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**; or (2) to any **Claim** alleging any **Wrongful Employment Practice**.
- B. alleging, based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or advantage to which any **Insured** was not legally entitled; however, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**.
- C. seeking relief or redress in any form other than monetary damages, or **Claims Expenses** for a **Claim** seeking injunctive or other non-monetary relief. However, the **Insurer** shall defend such a **Claim** in accordance with Section II, Defense, subject to a **Policy Period** aggregate limit of liability of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations.
- D. alleging, based upon, arising out of or attributable to any:
 1. **Bodily Injury**, other than **Mental Distress** arising out of a **Wrongful Employment Practice**;
 2. **Property Damage**;
 3. **Personal Injury**, other than libel, slander or defamation in any form arising out of a **Wrongful Employment Practice**; or
 4. any allegation relating to the foregoing D.1, D.2 and D.3 that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages**, **Claims Expenses** or **Claim**.
- E. alleging, based upon, arising out of or attributable to the operation of the laws, and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use.

- F. alleging, based upon, arising out of or attributable to strikes, riots or civil commotions;
- G. alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption. However, this exclusion shall not apply to **Claims Expenses**.
- H. alleging, based upon, arising out of or attributable to:
1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- I. alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- J. brought by or on behalf of any **Insured**; provided, however, with respect to any **Claim** alleging any **Wrongful Employment Practice**, this exclusion shall only apply to cross-claims or counter-claims brought by one **Insured** against another **Insured**.
- K. alleging, based upon, arising out of or attributable to:
1. breach of any express, implied, actual or constructive contract, warranty, guarantee or promise. However, this subsection of this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**; or
 2. any construction, architectural or engineering contracts and/or agreements or the actual or alleged liability assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.
- L. alleging, based upon, arising out of or attributable to any misappropriation of any trade secret or infringement of patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan, copyright or service name.
- M. alleging, based upon, arising out of or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes or other health care operations, jails or detention facilities, law enforcement agencies or fire fighting authorities.
- N. alleging, based upon, arising out of or attributable to the rendering or failure to render:
1. medical services, including **Incidental Medical Malpractice**, or
 2. professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the **Public Entity**.
- O. alleging, based upon, arising out of or attributable to any **Insured's** activities as a trustee or fiduciary as respects any type of **Employee** benefit plan, including any pension, savings, or profit sharing plan or to any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to any **Employee**, including, but not limited to any actual or alleged violation of the responsibilities, obligations or duties imposed by the **Employee Retirement Income Security Act of 1974**, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.

- P. alleging, based upon, arising out of or attributable to the improper administration or collection of taxes, or loss that reflects any tax obligations.
- Q. alleging, based upon, arising out of or attributable to:
1. any prior or pending litigation or administrative or regulatory proceeding, or any U.S. Equal Employment Opportunity Commission or similar state, local or foreign agency proceeding or investigation, filed on or before the effective date of the first policy issued and continuously renewed by the **Insurer**, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding, would constitute **Interrelated Wrongful Acts**.
- R. alleging, based upon, arising out of, or attributable to:
1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**.
- S. alleging, based upon, arising out of or attributable to any **Wrongful Act** prior to the inception date of the first policy issued by the **Insurer** or any affiliate thereof, and continuously renewed and maintained, if, on or before such date, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- T. solely with respect to any **Claim** arising out of a **Wrongful Employment Practice**:
1. alleging, based upon, arising out of or attributable to any violation of the responsibilities, obligations or duties imposed by any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
 2. for an actual or alleged violation of: (1) the **Employee Retirement Income Security Act** of 1974 (except section 510 thereof); (2) the **Fair Labor Standards Act** (except the **Equal Pay Act**), (3) the **National Labor Relations Act**, (4) the **Worker Adjustment and Retraining Notification Act**, (5) the **Consolidated Omnibus Budget Reconciliation Act**, (6) the **Occupational Safety and Health Act**; or any similar federal, state or local laws, and any rules and regulations promulgated thereunder and amendments thereto anywhere in the world. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
 3. alleging, based upon, arising out of or attributable to any costs or liability incurred by any **Insured** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the **Americans With Disabilities Act** of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person; or
 4. alleging, based upon, arising out of, or attributable to improper payroll deductions or any **Claims** for unpaid wages or overtime pay for hours actually worked or labor actually performed by any **Employee** of a **Public Entity**, or any violation of any federal state, local or foreign statutory law or common law that governs the same topic or subject, and any rules, regulations and amendments thereto. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**.

The **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person** for the purpose of determining the applicability of Exclusions IV.A. and IV.B. above.

V. CRISIS MANAGEMENT COVERAGE PROVISIONS

- A. There shall be no Retention applicable to **Crisis Management Expenses** and the **Company** shall pay such **Crisis Management Expenses** from the first dollar subject to all other terms and conditions of this policy, including the **Policy** limit.
- B. An actual or anticipated **Crisis Event** shall be reported to the **Company** as soon as practicable, but in no event later than thirty (30) days after the **Public Entity** first incurs **Crisis Management Expenses** for which coverage will be requested under this **Policy**.

VI. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations, shall also apply to **Damages** and **Claims Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

VII. EXTENDED REPORTING PERIODS

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

A. Automatic **Extended Reporting Period**

The **Public Entity** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Public Entity**.

B. Optional **Extended Reporting Period**

The **Public Entity** shall have the right, upon payment of the additional premium set forth in Item 7A of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 7B of the Declarations following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Public Entity** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 30 days following the effective date of termination or nonrenewal.

The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

- C. The **Insurer** shall give the **Public Entity** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such

premium shall be paid by the **Public Entity** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

- D. The **Extended Reporting Period**, if elected, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

VIII. LIMITS OF LIABILITY

A. Payment of **Claims Expenses** without reduction of the Limit of Liability

- 1. The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention and up to an aggregate amount equal to the Limit of Liability stated in Item 3 of the Declaration without reduction of the applicable Limit of Liability. The total amount of such **Claims Expense** payments by the **Insurer** shall be capped at the amount of the Limit of Liability, and is not on a per **Claim** basis.
- 2. Once the **Insurer** has paid the amount set forth in Item 3. of the Declarations in aggregate **Claims Expenses** arising from or relating to any and all matters, all further payments by the **Insurer** of **Claims Expenses** shall reduce the applicable Limit of Liability.

B. Limit of Liability

- 1. Except as otherwise stated in section VIII.A, the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, (including all **Claims** alleging any **Interrelated Wrongful Acts**) first made and reported during the **Policy Period** shall never exceed the amount stated in Item 3 of the Declarations.
- 2. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense** and shall be allocable to the **Policy** in effect on the date the **Claim** is first made, regardless of whether such date is before or during the **Policy Period**.
- 3. Except as otherwise stated in section VIII.A, any payment of **Damages** and/or **Claims Expenses** by the **Insurer** will reduce the Limit of Liability stated in Item 3 of the Declarations.
- 4. The **Insurer** is entitled to pay **Damages** and **Claims Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
- 5. Once the Limit of Liability has been exhausted by payments of any **Damages** (regardless of whether the payment by the **Insurer** of **Claims Expenses** under section VIII.A. has exhausted, reached or exceeded the amount set forth in Item 3 of the Declarations), the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.
- 6. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising from any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this policy regardless of the number of **Crisis Events** reported during the **Policy Period**. The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Liability set forth in Item 3 of the Declarations.

IX. RETENTION

- A. The liability of the **Insurer** shall apply only to that part of **Damages** and **Claims Expenses** which are in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Public Entity** and at the risk of all **Insureds**.
- B. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.
- C. If different parts of a single **Claim** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Damages** and **Claims Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

X. NOTICE

For coverage under this **Policy** (other than coverage for a **Crisis Event**):

- A. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (1) the end of the **Policy Period**, or (2) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
- B. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Insurer** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
 - 1. the identity of the potential claimants;
 - 2. a description of the anticipated **Wrongful Act** allegations;
 - 3. the identity of the **Insureds** allegedly involved;
 - 4. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
 - 5. the consequences which have resulted or may result; and
 - 6. the nature of the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

- C. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Public Entity** at the address shown in Item 1 of the Declarations. Notice to the **Insurer** of any **Claim** or **Wrongful Act** shall be given to the **Insurer** at the address set forth in Item 5A of the Declarations. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the address set forth in Item 5B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

XI. PRESUMPTIVE INDEMNIFICATION

- A. The **Public Entity** agrees to indemnify the **Insured Persons** to the fullest extent permitted by law, taking all steps necessary or advisable in furtherance thereof, including the making in good faith of any application for court approval. The **Public Entity** further agrees to advance **Defense Costs** actually and

reasonably incurred by any **Insured Person** in defending any threatened, pending or contemplated action, suit or proceeding prior to a final disposition of any such action, suit or proceeding and shall not require any determination or adjudication, interim or final, of the entitlement of the **Insured Person** to indemnification, where permitted by law to do so. The financial ability of any **Insured Person** to make repayment shall not be a prerequisite to the making of such an advance, and the right to receive advancement of **Claims Expenses** herein is a contractual right. The agreements contained in this paragraph are binding upon the **Public Entity** and enforceable by the **Insurer** or the **Insured Persons**.

- B. Notwithstanding anything in this section to the contrary, the **Public Entity's** indemnification obligations under this section shall not apply in the event the **Public Entity** is neither permitted nor required to grant such indemnification either because of the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Public Entity**, or because of the **Public Entity** becoming a debtor-in-possession.

XII. OTHER INSURANCE

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

XIII. REPRESENTATIONS

- A. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
1. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
 2. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Insurer** under this **Policy**.
- B. It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.
- C. It is understood and agreed that if such representations or such information are not true, accurate and complete, this **Policy** shall be null and void in its entirety and the **Insurer** shall have no liability hereunder as to: (1) any **Insured Person** who knew the facts misrepresented or omitted, whether or not such **Insured Person** knew of the **Application** or this **Policy**; and (2) the **Public Entity**. For purposes of this subsection C, the knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**.

XIV. TERMINATION OF THE POLICY

- A. This **Policy** shall terminate at the earliest of the following times:
1. the effective date of termination specified in a prior written notice by the **Public Entity** to the **Insurer**;
 2. 60 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer**;
 3. 10 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
 4. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
 5. at such other time as may be agreed upon by the **Insurer** and the **Public Entity**.

- B. If the **Policy** is terminated by the **Public Entity**, or by the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XV. TERRITORY AND VALUATION

- A. All premiums, limits, retentions, **Damages**, **Claims Expenses** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claims Expenses** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages** or **Claims Expenses** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.
- B. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages** or **Claims Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

XVI. SUBROGATION

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

XVII. ACTION AGAINST THE INSURER AND BANKRUPTCY

Except as set forth below in Section XX, Alternative Dispute Resolution, no action shall lie against the **Insurer**. No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

XVIII. AUTHORIZATION CLAUSE

By the acceptance of this **Policy**, the **Public Entity** agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums and the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Public Entity** shall so act on their behalf.

XIX. ALTERATION, ASSIGNMENT AND HEADINGS

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.
- B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.

- C. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

XX. ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this section.

Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process:

- A. non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
- B. arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs.

In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

Either ADR process may be commenced in New York, New York or in the state indicated in Item 1 of the Declarations as the principal address of the **Public Entity**. The **Public Entity** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

XIX. INTERPRETATION

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or the **Insurer** and without reference to the reasonable expectations of either the **Insureds** or the **Insurer**.

SIGNATURES

Named Insured Escambia County, Florida			Endorsement Number
Policy Symbol EON	Policy Number	Policy Period 10/01/2019 to 10/01/2020	Effective Date of Endorsement 10/01/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

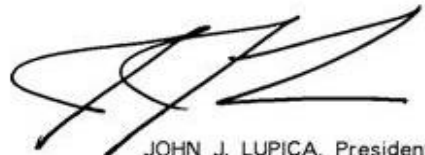
By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



CARMINE A. GIGANTI, Secretary



JOHN J. LUPICA, President

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Escambia County, Florida			Endorsement Number
Policy Symbol EON	Policy Number	Policy Period 10/01/2019 to 10/01/2020	Effective Date of Endorsement 10/01/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Cap On Losses From Certified Acts Of Terrorism

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and the **Insurer** has met its deductible under the Terrorism Risk Insurance Act, the **Insurer** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

The following surcharges will apply in addition to the premium. Some exemptions apply. Premium surcharges are subject to change at the anniversary dates of policies paid in annual installments.

Florida Insureds

- Florida Hurricane Catastrophe Fund (FHCF) Assessment % *(effective 1/1/2011)*
- 2009 Florida Insurance Guaranty Fund (FIGA)
Regular Assessment Surcharge % *(expires 8/31/2011)*

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CHUBB[®]

QUESTIONS ABOUT YOUR INSURANCE?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.

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ALL5X45 (11-96)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Escambia County, Florida			Endorsement Number
Policy Symbol EON	Policy Number	Policy Period 10/01/2019 to 10/01/2020	Effective Date of Endorsement 10/01/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Notice Amended

It is agreed that the Notice section of the **Policy** is amended by adding the following:

Notwithstanding anything in this section to the contrary, written **Claim** notices may also be transmitted via email to the following address:

ChubbClaimsFirstNotice@Chubb.com

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Escambia County, Florida			Endorsement Number
Policy Symbol EON	Policy Number	Policy Period 10/01/2019 to 10/01/2020	Effective Date of Endorsement 10/01/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Cap On Losses From Certified Acts Of Terrorism

This endorsement modifies insurance provided under the following:

**ACE Scholastic Advantage Educators Legal Liability Insurance Policy
ACE Municipal Advantage Public Entity Liability Policy**

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the **Insurer** has met its deductible under the Terrorism Risk Insurance Act, the **Insurer** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Damages** or **Claims Expenses** that are otherwise excluded under this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Public Entity Escambia County, Florida			Endorsement Number
Policy Symbol EON	Policy Number	Policy Period 10/01/2019 to 10/01/2020	Effective Date of Endorsement 10/01/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Amendatory Endorsement – Florida

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section II, Defense, is amended by adding the following to subsection B:

In the event of a settlement, the **Insurer** shall issue payment according to the terms of the agreement, but no later than 20 days after such settlement is reached with the **Public Entity**.

2. Section III, Definitions, is amended as follows:

- a. Subsection K, the definition of **Damages**, is amended by adding the following:

Notwithstanding anything to the contrary in this **Policy**, punitive and exemplary damages awarded in Florida shall be insurable only to the extent an **Insured** is liable for such punitive and exemplary damages on the basis of vicarious liability.

- b. Subsection V, the definition of **Pollutants**, is deleted in its entirety and the following is inserted:

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

- c. The definition of **Fungi** is added as follows:

- **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **Fungi**, but does not include any **Fungi** intended by the **Insured** for consumption.

3. Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of, or attributable to **Fungi**.
- alleging, based upon, arising out of, or attributable to:
 1. the specification or installation of any material, product or process containing asbestos; or
 2. transportation, storage or disposal of any material or product containing asbestos; or
 3. any bodily injury, personal injury, sickness, death, physical or mental illness or disease, caused, in whole or in part, by or as a result of exposure to asbestos material, product or process containing asbestos.
- alleging, based upon, arising out of, or attributable to:
 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of odor, waste water, oil or oil products, infectious or medical waste, noise, or electric or magnetic or electromagnetic field; or
 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize odor, waste water, oil or oil products, infectious or medical waste, noise, or electric or magnetic or electromagnetic field, or any voluntary decision to do so.

4. Section XIII, Representations, subsection C is deleted in its entirety and the following is inserted:

C. It is understood and agreed that if such representations or such information are not true, accurate and complete, and if:

1. such misrepresentations, omissions, concealment of facts or incorrect statements are fraudulent or material either to the acceptance of the risk or to the hazard assumed by the **Insurer**; or
2. the **Insurer** in good faith would not have:
 - a. issued the **Policy**;
 - b. issued the **Policy** at the premium rate as applied for;
 - c. issued the **Policy** in as large an amount; or
 - d. provided coverage with respect to the hazard resulting in the **Damages** or **Claims Expenses**, if the true facts had been made known to the **Insurer** as required either by the **Application** for the **Policy** or otherwise;

this **Policy** shall be null and void in its entirety and the **Insurer** shall have no liability hereunder as to (1) any **Insured Person** who knew the facts misrepresented or the omissions, whether or not such **Insured Person** knew of the **Application** or this **Policy**, and (2) the **Public Entity**. For purposes of this subsection C, the knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**.

5. Section XIV, Termination of the **Policy**, is amended as follows:

a. The second sentence of subsection B is deleted in its entirety and the following is inserted:

Payment or tender of unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made within 15 working days after the effective date of termination.

b. The following is added:

- If this **Policy** has been in effect for more than 90 days, the **Insurer** may terminate the **Policy** only for one of the following reasons:
 1. nonpayment of premium;
 2. material misrepresentation on the **Application**;
 3. the **Insured's** failure to comply with underwriting requirements within 90 days of the **Policy's** effective date;
 4. a substantial change in the risk covered by this **Policy**; or
 5. the **Insurer** is canceling all **Insureds** under such policies for a given class of **Insureds**.
- Notice of termination from the **Insurer** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Public Entity**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Proof of mailing will be sufficient proof of notice.

6. Section XVII, Action Against The **Insurer** and Bankruptcy, is amended by deleting the first sentence in its entirety and inserting the following:

Except as provided in Section XX, Alternative Dispute Resolution, no action shall lie against the **Insurer** unless the **Insured** has fully complied with all the terms of this **Policy**.

7. Section XX, Alternative Dispute Resolution, is amended at the last paragraph by deleting the first sentence in its entirety and inserting the following:

Either ADR process shall be commenced in Florida.

8. The following section is added to the **Policy**:

- **NONRENEWAL**

If the **Insurer** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Public Entity**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Notice of nonrenewal will be mailed at least 45 days before the end of the **Policy Period** and will include reasons(s) for nonrenewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this **Policy** remain unchanged

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Authorized Representative

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is , and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

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**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

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MARKETING DISCUSSION:

<u>MARKET:</u>	<u>RESPONSE:</u>	<u>LIMIT:</u>	<u>RETENTION:</u>	<u>PREMIUM:</u>
Chubb	Quoted, POL Quoted, EPL	\$1M \$1M	\$75k \$100k	\$54,221 \$Included
RSUI	Quoted, POL Quoted, EPL No 3 rd party EPL coverage (will offer Vendor Liability for 10% A/P) \$50k Non-Monetary Defense Only Sublimit (\$150k agg) Biometric Privacy Excl No Breach of Contract Defense Only Carveout No Benefit Plan Defense Only Sublimit Note Excl 7. Professional Services by any member of the medical profession, lawyer, architect, engineer, accountant Note Public Officials Endt adds Excl for schools, airports, transit authorities, hospitals, clinics, nursing homes or other health care operations, utilities, housing authorities, jails or detention facilities, law enforcement agencies or fire fighting authorities Carveback EPL for jails/detention facilities, law enf, fire fighters	\$1M \$1M	\$100k \$150k	\$66,900 \$Included
PGU (XL)	Quoted, POL Quoted, EPL Excl 14. Law enforcement, jails, etc. Carveback EPL for law enf/police and municipal code enforcement Insured DOES NOT include: schools, airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities or utility companies No Excl for fire fighters Note Excl 20. Professional Services (could this include other health care?) Note Excl 21. Legal Services \$50k Non-Monetary Defense Only Sublimit (\$100k agg) \$25k Benefit Plan Defense Only Sublimit Breach of Contract Defense Only Carveback for EPL (Chubb sublimits to \$100k but doesn't limit carveback to just EPL) No Cyber Excl 60/40 hammer Silent re Allocation Severability of the app: Elected or appointed individual, or highest ranking member of any boards, commissions, or units (or equivalent) imputes to the entity Notice provision: knowledge by any public officials or administrators	\$1M \$1M	\$250k \$250k	\$147,078 + SLFT \$Included
Validus	Declined – over their \$150M revenue threshold			
Argo	Declined – underwriting guidelines			



PROTECT. MANAGE. GROW.

AXIS	Declined – underwriting guidelines
Zurich	Declined – underwriting guidelines
Hiscox	Declined – underwriting guidelines
OneBeacon	Declined – underwriting guidelines
AWAC	Declined – underwriting guidelines
Hartford	Declined – underwriting guidelines
Everest	Declined – underwriting guidelines
Beazley	Declined – underwriting guidelines
Nationwide	Declined Public Officials – underwriting guidelines EPL – limited interest
QBE	Declined – underwriting guidelines
Aspen	Declined – underwriting guidelines
Berkley	Declined – underwriting guidelines
Euclid	Declined – underwriting guidelines
GAIC	Declined – underwriting guidelines
C N A	Minimal interest
Ironshore	Minimal interest
Starr	Minimal interest
Hudson	Minimal interest
Kinsale	Minimal interest



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18699

County Administrator's Report 7. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: Approval to Issue Fiscal Year 2020-2021 Purchase Orders in Excess of \$25,000

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2020-2021 Purchase Orders, in Excess of \$25,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2020-2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects) \$100,000 (Temp Labor for park mowing) Cost Center: 350222 (Equestrian Center) \$8,000	\$108,000	PD 17-18.055
GameTime Vendor Number: 070316 Purchase of additional playground components, and playground repair pieces to original manufactured playground equipment at various park facilities	\$400,000	U.S. Communities Contract No. 2017001134

Fund: 001 (General) Cost Center: 350226 (Park Maintenance) \$5,000 Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Park Capital Projects) \$395,000		NO. 2017001134
Keep Pensacola Beautiful, Inc. Vendor Number: 402053 Purchase of contracted services of waste disposal for County parks and boat ramps Fund: 001 (General) Cost Center: 350226 (Park Maintenance) \$29,000 Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Park Capital Projects) \$110,500	\$139,500	PD 19-20.067 Agreement awarded by BCC on 8-6-20 for term of 12 months, with option to be renewed for two additional 12-month terms
Containers, Inc. Vendor Number: 034560 Portable toilet rental service for County parks, boat ramps and community centers Fund: 001 (General) Cost Center 350226 (Park Maintenance) \$40,000 Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects) \$5,700	\$45,700	Annual allocation for portable toilet rental services for various parks, boat ramps and community centers

BACKGROUND:

The issuance of these Purchase Orders during the first part of Fiscal Year 2020-2021 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County through the Parks and Recreation Department.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 350226, Park Maintenance, Local Option Sales Tax IV Fund (353), Cost Center 350221, Park Capital Projects, and Cost Center 350222, Equestrian Center.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts. As noted in the background, these requested purchase orders are a necessity for continued park operations.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18681

County Administrator's Report 7. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/15/2020

Issue: VMWare Annual Support and Maintenance Renewal

From: Bart Siders, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order to VCloud Tech, in excess of \$25,000 - Bart Siders, Information Technology Department Director

That the Board approve the issuance of a Purchase Order, in excess of \$25,000, based upon Quote # A17401147-0 for the annual support and maintenance for the VMWare product for the period of November 1, 2020, to October 31, 2021. This is the Enterprise Server Environment. Information Technology manages and controls the virtual servers that Escambia County uses for many mission critical systems.

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
vCloud Tech Inc Vendor # 423735 VMWare	001 Fund / 270102 Cost Center / 54601 Object Code	\$29,444.77	Quote # A17401147-0

BACKGROUND:

This is a renewal of the VMWare annual support and maintenance for the period November 1, 2020, to October 31, 2021. This was posted on the Vendor Registry for four days to 212 registrants, representing 169 firms with 12 responses and seven quotes. vCloudTech, Inc., was the lowest bid. VMWare is the Enterprise Server Environment. VMWare manages and controls the virtual servers that Escambia County uses for many mission critical systems.

BUDGETARY IMPACT:

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
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vCloud Tech Inc Vendor # 423735 VMWare	001 Fund / 270102 Cost Center / 54601 Object Code	\$29,444.77	Quote # A17401147-0
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LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will issue a Purchase Order as soon as possible to meet the October 31, 2020 deadline for payment.

Attachments

VMWare



Quotation

Customer Name: Escambia County
Contact Name: Doug Fortune
Phone: (850) 595-4997
Email: jdfortune@myescambia.com
Street 221 Palafox PI Ste 210 BoCC IT Dept
City, State Zip PENSACOLA, FL 32502

Date: 9/15/2020
Quotation # A17401147-0
Customer ID: Escambia County
Contract Name: Open Market
Contract # OM
DUNS #: 79508688
Fed TAX ID: 46-3104792
CAGE Code: 77T86
Terms: Net 30
Quote Expiry 10/31/2020

Order / Payment Address

vCloud Tech Inc.

Street Address 609 Deep Valley Drive Suite 200
City, State Zip Rolling Hills Estates, CA 90274
Toll Free #: (833) 4VCLOUD (482-5683)
Email: sales@vcloudtech.com
Website: www.vcloudtech.com

Sales Rep Name: Ahmad Zeb
Sales Rep Email: azeb@vcloudtech.com
Phone: (833) 482-5683 ext 702

Line Item #	Part#	Description	Qty	Unit Price	Ext. Price
1	VCS7-STD-PSSS-F-2	U.S. Federal Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 year VMware Inc. - VCS7-STD-P-SSS-F 16 Start Date: 11/01/2020 End Date: 10/31/2021	1	\$ 1,415.85	\$ 1,415.85
2	VS7-EPL-P-SSSF-2	U.S. Federal Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year VMware Inc. - VS7-EPL-P-SSSF-9 Start Date: 11/01/2020 End Date: 10/31/2021	34	\$ 824.38	\$ 28,028.92
Sub Total					\$ 29,444.77
Sales Tax					-
Total					\$ 29,444.77

Terms and condition may apply.

Bid Distribution List

212 Registrants representing 169 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/14/2020 9:54		3212504314 contracts@consultitsolutions.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	5 Point Solutions LLC	dovesny@myfivepoint.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	9 TO 5 COMPUTER	richardraab@9to5computer.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	A.D. Solutionsâ„¸ç	nvo@myadsusa.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	A.D. Solutionsâ„¸ç	ssowdon@myadsusa.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Adorama Inc.	biddept@adorama.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Adsystech	tpatton@adsystech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Adsystech Inc.	aavant@adsystech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	AIP US LLC	jkohut@aip-us.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Allvest Information Services	bmorris@vant4ge.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Allvest Information Services	sales@vant4ge.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Ardent Technologies Inc	vendorregistration@ardentinc.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Atlanta Recycling Solutions	dloxsom@arsrecycle.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Atlanta Recycling Solutions	mhanson@arsrecycle.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	AutoMon	lmeola@automon.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	B & H Foto & Electronics Corp.	govedbids@bhphotovideo.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	BannerandFlagWholesalers.com	info@bannerandflagwholesalers.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Berney Office Solutions	david.washington@berney.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Berney Office Solutions	terry.paul@berney.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	BIT DIRECT INC	mike.lauman@bitdirect.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Book Systems Inc.	barton@booksys.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Book Systems Inc.	scoggin@booksys.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Boring Business Systems Inc	thubler@boring.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Brian Dawson	bpdaws@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	BURGEON IT SERVICES LLC	nanda@burgeonits.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Call One Inc.	mevans@calloneonline.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Carahsoft Technology Corporation	sales@carahsoft.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	CaseWorthy	cmckee@caseworthy.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	CaseWorthy	msteff@caseworthy.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Caspio	sam.godwin@caspio.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Charm Data Inc.	jga@charm-data.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	ChyronHego	jenn.paonessa@chyronhego.com	Escambia County - BCC IT VmWa deliver	

Bid Distribution List

212 Registrants representing 169 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/14/2020 9:54	City of North Miami Beach	donna.rockfeld@citynmb.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	CJIS GROUP LLC	region1@cjisgroup.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	connectrex corp	keving@loryxsystems.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Convergeone	sraval@convergeone.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Copperband Technologies	bpetersen@copperbandtech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Copperband Technologies	it-admins@copperbandtech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	CorrectTech	etumperi@correcttech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	CorrectTech	lsayer@correcttech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	CourtView Justice Solutions dba equivalent	vendorinfo@equivant.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	CSPI Technology Solutions	anna.monfreda@cspi.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	CSPI TECHNOLOGY SOLUTIONS	Nick.monfreda@cspi.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Dana Safety Supply	jsizemore@danasafetysupply.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Dana Safety Supply	msevigny@1dss.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Data Connect Enterprise	bpatton@data-connect.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Data Connect Enterprise	drowe@data-connect.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:55	Data Management Inc.	sales@timeclockplus.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Dell EMC	burl_keating@dell.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Dell/EMC	tim_mullins@dell.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Deximaging	derek.neely@deximaging.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Digital Boardwalk	brian.wilkey@digitalboardwalk.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Digital Boardwalk	kathleen.shoop@digitalboardwalk.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	DILTEX INC.	dil.singh@diltexinc.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	DISYS Solutions Inc	bids@dsitech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Diversified Consulting	drea@diversifiedconsulting.us	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Education Dynamics	vkechichian@edudyn.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	eGovernment Solutions LLC	mark@mygovonline.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	eGovernment Solutions LLC	stephen@mygovonline.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	empire builders	mike@empirebuildersgroup.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Encore Tech Group	estephens@encoretg.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Encore Technology Group	ryoung@encoretg.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Enlightened Software Inc.	bcooke@enlightenedsoftware.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Equip Exports LLC	jeff@equiprecycling.com	Escambia County - BCC IT VmWa deliver	

Bid Distribution List

212 Registrants representing 169 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/14/2020 9:54	Equip Exports LLC	rb@equipexports.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	e-TechServices.com Inc.	maariet@e-techservices.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	e-TechServices.com Inc.	sales@e-techservices.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	EVOLVTEC	jason.dovgin@evolvtec.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	EVOLVTEC	jim.jones@evolvtec.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Evolvtec	tom.blanc@evolvtec.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	FEI Systems	bill.baylor@feisystems.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	First Choice Management Services	michael.bush@1stchoicems.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	First Choice Management Services	renee.bush@1stchoicems.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	FivePoint Solutions	sales@myfivepoint.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Global Public Safety	nbeyers@coretechcorp.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Global Resale	luke.ross@globalresale.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	GovConnection Inc.	erik.smith@connection.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	GovConnection Inc.	sledcontracts@connection.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Grassroots Unwired Inc	russ@grassrootsunwired.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Gravity Systems Inc.	charles@gravityusa.com	Escambia County - BCC IT VmWa click	
9/14/2020 9:54	Gravity Systems Inc.	government@gravityusa.com	Escambia County - BCC IT VmWa click	
9/14/2020 9:54	Harambe Management Solutions	shayna.hosler@harambemanagement.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	HCDI	mandy.chinevere@hernandezcalhoun.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	High Performance Technology	susan.allen@highperftech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Hixardt Technologies Inc	sales@hixardt.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Howard Technology Solutions	bids@howardcomputers.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	HP Inc.	tammy.malone@hp.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	ImageTrend Inc.	proposals@imagetrend.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Infor (US) Inc.	jody.trusty@infor.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Infor Public Sector	rick.johnston@infor.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Informa Software	gevans@informasoftware.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Informa Software	jwallin@informasoftware.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Information Consultants Inc	corp@icons-inc.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	InnoActive Group	swahidi@innoactivegroup.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Istation	proposals@istation.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	ITConsultantsPR Inc	itconsultantspr@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	ITConsultantsPR Inc	itcpr.us@itcpr.com	Escambia County - BCC IT VmWa deliver	

Bid Distribution List

212 Registrants representing 169 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/14/2020 9:54	J&R Systems Integrators DBA Security 101	mobileservice@security101.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	J&R Systems Integrators DBA Security 101	vredmond@security101.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	JDi Data	sales@jdidata.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	JMF Solutions Inc	mfrancis@jmf solutions.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	JMF Solutions Inc	sales@wavefly.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Jones Equipment Co. Inc.	jonesequipment@outlook.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Legal Files Software Inc.	Gordon.Hack@LegalFiles.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Legal Files Software Inc.	sales@legalfiles.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Localloop Inc	keith@locallooponline.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Logista	rgreene@logistasolutions.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Logista	sjones@logistasolutions.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	MaceTech Security Solutions Inc.	bernadette.mace@macetechsecurity.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	MaceTech Security Solutions Inc.	russell.mace@macetechsecurity.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Maxis360	pdick@maxis360.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Milner Technologies	hgarrett@milner.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Mindshare Consulting Group LLC	kpovolny@mindshare-technology.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	mLogica Inc.	rfpgroup@mlogica.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	MQUAL	marketing.mqual@mqual.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	MVation	bnw@mvation.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	MVATION WORLDWIDE INC.	biddesk@mvation.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Netsync Network Solution	rschamberger@netsync.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	New Advantage Corporation	chris.r@nacsemi.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Next Phase Solutions LLC	david.godiksen@npsols.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Nfina Technologies Inc.	dwayne.tharp@nfinausa.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Nfina Technologies Inc.	nfina_sales@nfinausa.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Noble Systems	sandrews@noblesystems.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Noble Systems	vendorrelations@noblesys.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Norris Technologies	scott@norris1.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Novatech Inc.	dhall@novatech.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Onit	jason.neal@onit.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Online24x7 Inc	sales@online24x7.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Optimum Consultancy Services LLC	acisneros@optimumcs.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Optimum Consultancy Services LLC	nyazhari@optimumcs.com	Escambia County - BCC IT VmWa deliver	

Bid Distribution List

212 Registrants representing 169 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/14/2020 9:55	Oracle	casey.bowen@oracle.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Paramount SOftware Soultions Inc.	psheth@paramountsoft.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Patagonia Health	monique@patagoniahealth.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Patrick Chery International	patrickchery@johnmaxwellgroup.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	PC Specialists Inc. DBA Technology Integration Gro	contractadmin@tig.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	PC Specialists Inc. DBA Technology Integration Gro	Heather.Reichmann@tig.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	PCN Strategies	sean.r@pcnstrategies.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	PCN Strategies	steve.c@pcnstrategies.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Perseus Information Security Consulting	bnelson@perseusis.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:55	Plastic Creations INC / ALLSTAR MOUNDS	info@allstarmounds.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Polaris Productions	maggie.holbert@outlook.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Presidio	jlynch@presidio.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Protechex International Corp	info@protechex.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	PSD Software	hannah@hiperweb.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Quicket Solutions	bids@quicketsolutions.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Rapid Blueprint of St. Pete LLC	hasiaz@digitalimagingsservices.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Reentry Software	reentrysales@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	RemoteMD - New Orleans AND ImageTrend	lrubique@imagetrend.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	RemoteMD - New Orleans AND ImageTrend	sleflay@imagetrend.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Riverside Technologies Inc.	ekallweit@1rti.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	RJ Young	tj.edwards@rjyoung.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	RJ Young Company	eric.hooks@rjyoung.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	RJ Young Company	jamie.wright@rjyoung.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	RLF General Contractors LLC	rfurman@rlfgenconllc.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	RLF General Contractors LLC	wwilliams@uacreditit.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Rugged Depot	mrs weldon78@aol.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Safeguard Business Sytems	MIKE@RAINBOW-MIDLAND.COM	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Safeguard Business Sytems	pharrissafeguard@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Salesforce	kevin.hire@salesforce.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Secure Recycling	bruce@securerecyclingusa.com	Escambia County - BCC IT VmWa deliver	

Bid Distribution List

212 Registrants representing 169 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/14/2020 9:54	SevenOutsource	rfpalerts@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:55	SHI	shaina_chinchilla@shi.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	SHI International	marta_matera@shi.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Simon Solutions Inc.	kyle@simonsolutions.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Single Point of Contact	gregory@singlepointoc.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Softchoice Corporation	sledus@softchoice.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Software Information Resource Corp	accounting@sirc.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Software Premier LLC	franklin@softwarepremier.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Southern Cloud Solutions Corporation	lynn@southerncloud.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Southern Cloud Solutions Corporation	rebecca.kendig@southerncloud.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Star Technology	technologystar1989@yahoo.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	STS Electronic Recycling	josh.hubbard@stsrecycle.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	SUNSHINE ENTERPRISE USA LLC	samf@seu-usa.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Syscon Justice Systems A Division of N. Harris Com	greg.mack@syscon.net	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	TDG of North America Inc	bduff@nof.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	TD's Computer Parts & Services	tilden02@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Tech Advanced Computers	cgrove@techadvanced.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Tech Advanced Computers Inc.	clever@techadvanced.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Tech Advanced Computers Inc.	ptan@techadvanced.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Technology of Every Kind	tflood222@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	The ActOne Group Inc. dba ATIMS Jail Managemer	merileeh@atims.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	TRACKtech LLC	tara.reeb@tracktechllc.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Trezden	tmooney@trezden.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:55	Troxell	charlotte.daves@trox.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Tyler Technologies Inc.	sophia.thomas@tylertech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Unistar Sparco Computers Inc.	amanda@sparco.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Unistar-Sparco Computer Inc	Mallory@sparco.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	v3it consulting inc	rfp@v3it.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	VCloud	azeb@vcloudtech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	vCloud Tech Inc.	vcloud@vcloudtech.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Vendor Registry	cvanbeke@vendorregistry.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	VEXUS Corporation	rg@vexuscorp.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	VEXUS Corporation	tere@vexuscorp.com	Escambia County - BCC IT VmWa deliver	

Bid Distribution List

212 Registrants representing 169 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/14/2020 9:54	Victoria Forms	barry.young@victoriaforms.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Welligent Inc	aharris@welligent.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	West Publishing Corporation	westlaw.bids@thomsonreuters.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Western frontier trading LLC	nidalbaem1@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	World Wide Technology	carol.harting@wwt.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	World Wide Technology	perry.bright@wwt.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	World Wide Technology	wes.chambers@wwt.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Xeenius LLC	badhri@xeenius.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Xeenius LLC	Senthil@xeenius.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Xperience Technical Group LLC	rkirksey@gmail.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Xperience Technical Group LLC	rkirksey@xperiencetechnicalgroup.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	XYPLES LLC	tokonkwor@xyples.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	YourTEK Professionals	info@yourtekpro.com	Escambia County - BCC IT VmWa deliver	
9/14/2020 9:54	Zones LLC	asad.ijaz@zones.com	Escambia County - BCC IT VmWa deliver	



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18729

County Administrator's Report 7. 1.

BCC Regular Meeting

Discussion

Meeting Date: 10/15/2020

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. Update on the CARES Family Emergency Financial Assistance Grant
2. The CARES Business Assistance Grant;
3. Assistance for implementing Grant programs; and
4. The funding balance for CARES Programs.

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 amount of \$57,285,296.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorneys Office 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-18737

County Administrator's Report 7. 2.

BCC Regular Meeting

Discussion

Meeting Date: 10/15/2020

Issue: CARES Act Funding Program Agreement with University of West Florida

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CARES Act Funding Program Agreement with the University of West Florida - Janice P. Gilley, County Administrator

That the Board:

A. Discuss and approve the CARES Act Funding Program Agreement with the University of West Florida; and

B. Authorize the Chairman to sign the Funding Program Agreement.

BACKGROUND:

Escambia County has been impacted by the COVID-19 Pandemic. Through the CARES Act, the County has received \$14,321,164 from the Florida Division of Emergency Management which represents 25% of the County's total potential allocation of \$57,285,296.

Escambia County has allocated more than \$7.5 million of CARES Act funding to provide Grants of \$7,500 for businesses with 0-25 employees and \$15,000 for businesses that have 26-50 employees. Escambia CARES Business Emergency Financial Assistance Grants will be dispersed on a first-qualified, first-served basis until funding has been exhausted.

BUDGETARY IMPACT:

The funding source is the CARES Act allocation to Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved this Funding Program Agreement.

PERSONNEL:

No additional impact to personnel with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

County Administration will manage this Agreement.

Attachments

Escambia County CARES Funding Service Agreement - UWF

**CARES ACT FUNDING PROGRAM AGREEMENT
(CARES Small Business Grant Assistance Program Implementation)**

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the “County”) with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the University of West Florida, acting for and on behalf of its Board of Trustees, a public body corporate, and in support of the Florida Small Business Development Center at the University of West Florida, (hereinafter referred to as “Recipient”) with administrative offices at 11000 University Parkway, Building 8, Pensacola, Florida 32514 (each being at times referred to as “Party” or “Parties”).

WITNESSETH:

WHEREAS, the *Coronavirus Aid, Relief, and Economic Security Act*, Public Law 116-136, (“CARES Act”) was enacted to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic; and

WHEREAS, Title V of the CARES Act created the Coronavirus Relief Fund (“CRF”), and the U.S. Department of the Treasury (“USDOT”) is authorized to distribute funding from the CRF; and

WHEREAS, the U.S. Department of the Treasury (“USDOT”) allocated \$8,328,221,072 from the CRF to the State of Florida, and the Florida Division of Emergency Management (“FDEM”) has the authority to distribute these funds to counties within the State of Florida; and

WHEREAS, on or about June 23, 2020, the County and FDEM entered into *CARES Act Funding Agreement No. Y2269* providing an allocation of funds for eligible expenditures under the CARES Act; and

WHEREAS, the purpose of this Agreement is to provide financial assistance obtained by the County under *CARES Act Funding Agreement No. Y2269* to the Recipient to administer and implement a program of activities as described in this Agreement subject to the terms and conditions set forth herein; and

WHEREAS, Recipient provides management assistance and training to prospective or existing small business owners in Escambia County and the surrounding areas.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and Recipient 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. CARES Act Eligible Program Activities. The Recipient shall perform the activities outlined in **Attachment A** (the “Services”) attached hereto and made a part hereof.

Section 3. Funding. The Recipient agrees to accept as full payment for eligible Services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and approved expenditures and encumbrances made by the Recipient under this Agreement. Said Services shall be performed in a manner satisfactory to the County. In no event shall the total funding or

reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$107,409.93 or 3% of the total Business Grant program allocation as set by the Escambia County Board of County Commissioners, whichever is less, for the period of the Effective Date (defined below) through December 30, 2020. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of CARES Act funding from the FDEM. Nothing in this Agreement shall obligate the County to provide funding from the County's annual budget and appropriations.

County hereby agrees to pay Recipient for all CARES Act eligible Services outlined in **Attachment A**.

The Recipient agrees to return to the County any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Agreement that were paid to Recipient by the County. If the County or its independent auditor discovers that an overpayment has been made, Recipient will repay the overpayment within forty (40) calendar days without prior notification from the County. If the County discovers an overpayment has been made, the County will notify Recipient in writing of such a finding. Should repayment not be made in the time specified by the County, Recipient will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The County reserves the right, in its sole and exclusive discretion, to recoup Recipient's unearned funds from any invoice submitted under this Agreement or through collection proceedings.

Section 4. Time for Performance. The Effective Date of this Agreement shall be September 28, 2020 and shall remain in effect until December 30, 2020 ("Expiration Date"), unless earlier terminated. All Services required hereunder shall be completed by the Recipient on or before December 30, 2020.

Section 5. Method of Payment. The County agrees to pay the Recipient for all eligible costs permitted by Federal, State, and County guidelines for Services.

The Recipient shall not request payment for Services rendered before the Effective Date of this Agreement, nor shall it request payment for Services rendered after the expiration date of this Agreement. In no event shall the County provide advance funding to the Recipient or any subcontractor hereunder. The Recipient shall request payment from the County by submitting proper supporting documentation as described in **Attachment B**, attached hereto and made a part hereof. Satisfactory proof of Services rendered by the Recipient shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Recipient may furnish copies, if deemed satisfactory and acceptable by the County.

Each request for payment with proper supporting documentation of expenditures should be submitted to the County for approval no later than thirty (30) days after the date of payment by the Recipient. Payment shall be made by the County, upon proper presentation of invoices and reports submitted by the Recipient. Invoices will not be honored or approved if received by the County more than thirty (30) calendar days after the expiration date of this Agreement.

County will pay the total fee due to Recipient within thirty (30) days of receipt of the invoice.

Section 6. Implementation. The Recipient shall implement this agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by the County. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with the County. No payments for Services funded by more than one funding source will be made until a cost allocation plan has been approved by the County. Recipient shall notify the County in writing within fifteen (15) calendar days of receiving notification from the additional funding source and submit a revised cost allocation plan for approval by the County within thirty (30) days of said official notification.

Section 7. Financial Accountability. The County may have a financial system analysis and/or an audit of the Recipient or of any of its subcontractors performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to evaluate the Recipient's performance under this Agreement and to determine the capability of the Recipient to fiscally manage the project in accordance with the requirements of this Agreement.

Section 8. Subcontracts. Services covered by this Agreement, including but not limited to, consultant work or services, shall not be subcontracted or reimbursed without the prior written approval of the County. Any Services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Recipient to County and approved by the County prior to execution of any subcontract hereunder. All subcontracts shall be subject to the requirements of this Agreement.

Section 9. Reports. The Recipient shall provide the County with reports of all program activities, including a narrative summary of progress and a financial statement. Programmatic reports shall be due to the County on the first (1st) and fifteenth (15th) days of each month, beginning October 15, 2020. Monthly financial invoices shall be due to the County on the fifteenth (15th) day of each month. Payment will be contingent on the timely receipt of complete and accurate reports required by this agreement.

Section 10. Inspections. The Recipient shall provide information as requested to enable the County to complete reports required by the County, FDEM or the USDOT. The Recipient shall allow the County, FDEM or the USDOT to monitor the Recipient on site. Such visits may be scheduled or unscheduled as determined by the County, FDEM or the USDOT. At any time during normal business hours and as often as the County, FDEM or the USDOT may deem necessary.

Section 11. Accountability. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in the performance of this Agreement. These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, FDEM, USDOT, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County.

Section 12. Reversion of Funds. Upon expiration of this Agreement, the Recipient shall transfer to the County any residual CARES ACT funds on hand at the time of expiration and

any accounts receivable attributable to the use of CARES ACT funds.

Section 13. Default; Termination.

A. Termination for Cause. The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Recipient in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Recipient to satisfactorily perform Services under this Agreement or otherwise comply with the terms and conditions of this Agreement. In the event of early termination, County shall pay Recipient for work performed to the date of termination and all allowable, non-cancellable obligations.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice. In the event of early termination, County shall pay Recipient for work performed to the date of termination and all allowable, non-cancellable obligations.

C. Termination due to Unavailability of Funds. In the event the CARES Act funding is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to the Recipient. In the event of early termination, County shall pay Recipient for work performed to the date of termination and all allowable, non-cancellable obligations.

D. Effect of Termination. Costs incurred by the Recipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the County prior to the effective date of termination. In the event of early termination, County shall pay Recipient for work performed to the date of termination and all allowable, non-cancellable obligations.

Section 14. Independent Contractor. The Recipient shall act as an independent contractor, and not as an employee of the County, in performing the aforementioned Services. Further, this agreement is not intended to create an employer/employee, partnership, or joint venture relationship between the County and Agency.

Section 15. Limitation of Liability. In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the County for indirect, incidental or consequential damages, resulting from or related to this Agreement. Further, University shall not be liable for use by the County of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Agreement. In no event shall University's liability to County for any reason exceed the dollar amount of this Agreement.

The parties to this Agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an agency or subdivision of the State within the meaning of § 768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: (1) denying the University or other state entity any remedy or defense available under the laws of the State; (2) the consent of the University to be sued; or (3) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in § 768.28, Florida Statutes.

Section 16. Insurance. University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request from the Research Administration and Engagement office contractual contact representative.

Certificates of Insurance shall be provided to the Office of Risk Management, 221 Palafox Place, Suite 200, Pensacola, FL 32502 prior to commencement of services hereunder. Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage.

Section 17. Public Records. 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. Recipient 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. Recipient 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, Recipient 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 Recipient 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 Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the Agreement.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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**

Section 18. Assignment. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 19. All Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 20. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 21. Survival. All provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 22. 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.

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 its interpretation of this Agreement.

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.

Section 23. 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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

Section 24. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 25. 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 the subject of this Agreement shall be in the County of Escambia.

Section 26. Notices. All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service,

first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY

County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

RECIPIENT

Kelly Massey
University of West FL, Small Business Dev. Center
11000 University Parkway, Bldg. 8
Pensacola, FL 32514

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

Section 27. No Waiver. The failure of a party 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.

Section 28. Compliance.

By executing this Agreement, the Recipient does hereby agree to fully comply with the terms and conditions set forth in this Agreement and all attachments and exhibits hereto, the *CARES Act Funding Agreement No. Y2269*, attached hereto as **Attachment C** between the County and FDEM governing distribution of the County's CRF allocation (collectively, such agreements shall hereinafter be referred to as the "FDEM Agreements"), Title V of the CARES Act and all implementing rules, regulations, and guidance related to same, and the provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

In addition to the foregoing, the Recipient shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including, but not limited to, the federal laws, regulations, rules, policies, and executive orders described in **Attachment D** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Recipient from compliance with same to the extent such law, regulation, or policy is applicable to Recipient's performance under this Agreement. The Recipient further agrees to include this provision in all subcontracts entered into under this Agreement.

Section 29. No Inducement to Refer:

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state, and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and federal and state physician self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions. The parties hereto acknowledge and agree that this Agreement, the arrangement contemplated herein, and the compensation to be paid hereunder: (i) has been negotiated on an arm's length basis pursuant to bona fide bargaining among the parties; (ii) is commercially reasonable; (iii) is commensurate with fair market value; (iv) is not in return for, does not vary with, or take into account or reflect the volume or value of referrals or other business generated between the parties; and (v) is consistent with, necessary for, and does not exceed the reasonable and legitimate business purposes of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on

the respective dates under each signature:

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: *Matthew R. Shaud, ACA*

Date: 10-06-2020

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

RECIPIENT:
UNIVERSITY OF WEST FLORIDA

Matthew Schwartz, Ph.D. Date
Assistant Vice President
Research Administration

Approved for form and legality:

General Counsel Date

Florida Small Business Development Center
at the University of West Florida

Kelly Massey Date
Regional Director

ATTACHMENT A PROGRAM ACTIVITIES

Recipient shall:

- Prepare Standard Operating Procedures to manage the Escambia County CARES Small Business Grant Assistance Program utilizing the software provided by the County.
- Accept a standard application and manage the collection process for Grant applicants.
- Provide technical assistance to all Grant applicants.
- Perform initial review of all Grant applications to confirm that each application contains all supporting information and documentation required by the Small Business Grant Assistance Program.
- Make an initial recommendation to the County regarding each Grant application.
- Deliver applications in batches to the County, in a format as specified by the Escambia County Clerk of the Court, for final payment.

ATTACHMENT B
SUPPORTING DOCUMENTATION REQUIREMENTS

Recipient should prepare a cover page on its letterhead with the date of the payment request and amount with the required certification as noted in this Agreement. The cover page should be signed by a person authorized to obligate the Recipient.

Recipient should prepare an Excel spreadsheet with a payment request summary. Each line should have a unique sequence number which will correlate to the supporting documentation. That unique number should appear on the supporting documentation pages.

Recipient shall submit monthly invoices to the County Administrator on the fifteenth (15th) day of the following month, via e-mail and U.S. mail, as set forth in Section 26 of this Agreement.

Costs incurred on or before September 30 must be submitted by October 15.

ATTACHMENT C
CARES ACT FUNDING AGREEMENT
Between
Florida Division of Emergency Management and Escambia County, Florida

Agreement Number: Y2269 _ _ _ _ _

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and Escambia County. (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison Mcleary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹:
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 - related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801- 3812).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) **AUDITS**

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-

2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) **REPORTS**

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

- Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
- d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
- e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17) ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for **Escambia County** is in the amount of **\$14,321,324.00**.

(19) REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier •

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.

- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
- k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the **INA**. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28) SUSPENSION AND DEBARMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29) BYRD ANTI-LOBBYING AMENDMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
 - i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES. WOMEN'S BUSINESS ENTERPRISES. AND LABOR SURPLUS AREA FIRMS

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

~~SUB-RECIPIENT:~~ _____

By: I _____

Name and title: Steven Barry, Chairman

Date: 06/23/2020

FID# 596000598

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title

Date: _____

EXHIBIT 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, am the Authorized Agent of Escambia County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (March 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID -19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By:

Name and title: Steven Barry, Chairman

Date: 06/23/2020

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, **Escambia County**, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, **Escambia County**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to certification and disclosure, if any.

By:

Name and title: Steven Barry, Chairman
Date: 06/23/2020

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and title

Date: _____

Attachment 8

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits;
	dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying
	prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ATTACHMENT D FEDERAL PROVISIONS APPLICABLE TO RECIPIENT

This Agreement is funded, in whole or in part, by Federal funds and, therefore, the Recipient will be required to comply with the following provisions as applicable:

A. **Drug-Free Workplace Requirements:** Recipient and contractors entering into Federally funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. §134) must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §8102), which requires the Recipient to take certain actions to provide a drug-free workplace.

B. **Davis-Bacon Act:** If applicable, the Recipient agrees to comply with all provisions of the Davis-Bacon Act as amended (40 U.S.C. §§3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Recipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Recipient and its contractors are required to pay wages not less than once a week. If applicable, the Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Recipient shall report all suspected or reported violations of the Davis-Bacon Act to the County.

C. **Copeland Anti-Kickback Act:** Recipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. §874 and 40 U.S.C. §3145, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3), which are incorporated by reference to this Agreement. Recipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

D. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. **Debarment and Suspension:** A contract award must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 regarding Debarment and Suspension. The Recipient agrees and certifies 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; and, that the

Recipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. The Recipient is responsible for reviewing the status of all proposed subcontractors in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract under this Agreement. The Recipient shall include language incorporating the requirements of this Section in all subcontracts or lower tier agreements executed under this Agreement.

F. **Byrd Anti-Lobbying Amendment:** Recipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. **Certification Regarding Lobbying (44 C.F.R. Part 18):** The Recipient agrees to comply with, and include in subcontracts, the following provisions:

- 1) The Recipient certifies that no Federal 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 an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) The Recipient certifies that no funds provided under this agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- 3) Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Recipient is hereby prohibited from using funds provided by this agreement for membership dues to any entity or organization engaged in lobbying activities.
- 4) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

H. **Right to Inventions Under Federal Grants:** If applicable, Recipient shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

I. **Clean Air Act and Federal Water Pollution Control Act:** If Recipient enters into a contract that exceeds \$150,000, any such contract must include the following provision: Contractor agrees to comply with the applicable standards, orders, or regulations 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), and will report violations to the Federal Emergency Management Agency (FEMA) and the Regional Office of the Environmental Protection Agency (EPA).

J. **Americans with Disabilities Act (ADA):** Recipient agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, governmental services, and telecommunications.

K. **Solid Waste Disposal Act.** Pursuant to 2 C.F.R. §200.322, Recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. **Equal Employment Opportunity:** In accordance with 41 C.F.R. §60-1.4(b), during the performance of this agreement, the Recipient agrees as follows:

- 1) Recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Recipient will take affirmative measures to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) Recipient will not discharge or in any other manner discriminate against an employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or other employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement, a notice advising the labor union of the Recipient's commitments under this provision and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) Recipient will comply with Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) Recipient will furnish all information and reports required by EO 11246 and the rules,

regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administrative agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.

- 7) In the event of Recipient's non-compliance with the nondiscrimination clauses set for the herein or with any other rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and Recipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with EO 11246 and such other sanctions as may be imposed and remedies invoked in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Recipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subrecipient or vendor. The Recipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Recipient becomes involved in, or is threatened with, litigation with a subrecipient or vendor as a result of such direction, the Recipient may request the United States to enter into such litigation to protect the interests of the United States.

H. Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms: Recipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Recipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Recipient agrees to use affirmative steps, and to require its subcontractors to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
- 5) Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).
- 7) As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this agreement, Recipient shall document its

efforts made to comply with the requirements of this paragraph. The Recipient shall state that it is an Equal Opportunity employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

- 8) The requirements outlined in subparagraphs (1) through (5) above do not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- 9) The requirements described in subparagraphs (1) through (5) above outline the affirmative steps that the Recipient must take; the requirements do not preclude the Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- 10) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18736

County Administrator's Report 7. 3.

BCC Regular Meeting

Discussion

Meeting Date: 10/15/2020

Issue: Hurricane Sally Update

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Hurricane Sally Update - Janice P. Gilley, County Administrator

That the Board discuss the status of Hurricane Sally recovery.

BACKGROUND:

On September 14, 2020, Florida Governor Ron DeSantis declared a State of Emergency, due to the imminent threat of Hurricane Sally. Hurricane Sally made landfall on September 16, 2020, causing substantial damage to Escambia County.

On September 24, 2020, President Trump approved a Major Disaster Declaration for Escambia County, for all public assistance, including direct federal assistance, for emergency work and the repair or replacement of disaster-damaged facilities.

On October 2, 2020, Escambia County received a FEMA Disaster Declaration for Individual Assistance.

Escambia County has Contracts with three Debris Hauling Companies and debris cleanup is currently ongoing.

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-18725

County Administrator's Report 7. 4.

BCC Regular Meeting

Discussion

Meeting Date: 10/15/2020

Issue: Approval for Pay Procedures for Hours Worked for Hurricane Sally

From: Jana Still, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pay Procedures for Unclassified, Exempt Employees for Hurricane Sally that Occurred on September 16, 2020 - Jana Still, Human Resources Director

That the Board authorize the County Administrator to provide emergency compensation to the Unclassified, Exempt employees who worked during the declared State of Local Emergency for Hurricane Sally (Resolution 2020-124). The County's declaration was originally issued on September 14, 2020, at 1:00 p.m., central daylight time, which activated the Emergency Operations Center to Level 1, running 24/7 operations. The Level 1 activation remained in effect until October 2, 2020, at 5:00 p.m., central daylight time.

BACKGROUND:

On September 14, 2020, the Emergency Operations Center activated to a Level 1 in response to the National Hurricane Center issuing a hurricane watch/warning for Escambia County for Hurricane Sally and the declaration of a Local State of Emergency. County employees, both Exempt and Non-Exempt, staffed the Emergency Operations Center 24/7 in various roles from September 14, 2020 - October 2, 2020, for preparation for and response to Hurricane Sally.

In keeping with the Fair Labor Standards Act (FLSA), all Non-Exempt employees will be paid time and one-half for any overtime worked and Classified, Exempt employees will be paid straight time overtime (STOT) under the current Escambia County Overtime Policy.

Board Action is required for the Unclassified, Exempt employees to get paid

straight time overtime for hours worked. It is estimated that Unclassified, Exempt employees worked approximately 2,500 hours of overtime during the course of the Level 1 activation in response to Hurricane Sally.

This request is in accordance with past practice.

BUDGETARY IMPACT:

Funding for the above will come from each department's established personnel budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This request is in accordance with past practice of the Board approving such in the event of an emergency disaster.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will coordinate with Payroll and the affected employees to ensure hours are accurately recorded and paid.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18700

County Attorney's Report 7. 1.

BCC Regular Meeting

Action

Meeting Date: 10/15/2020

Issue: Ground Lease with the School Board of Escambia County, Florida, for a Portion of the Former Ransom Middle School Property

From: ALISON ROGERS, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Ground Lease with the School Board of Escambia County, Florida, for a Portion of the Former Ransom Middle School Property.

At the request of Commissioner Steven Barry, that the Board take the following action:

A. Approve the Ground Lease with the School Board of Escambia County, Florida for approximately two acres of the former Ransom Middle School property for development of a community center; and

B. Authorize the Chairman or Vice-Chairman to sign the Ground Lease.

BACKGROUND:

The School Board owns approximately 12.1 acres of property that was the site of the former Ransom Middle School. The Ground Lease would convey approximately two acres to the County for the development of a community center. The initial term of the lease is 30 years, with the option for two additional 30-year renewal terms. The County would need to allocate funding and commence construction of a community center within seven and a half years. The Ground Lease also requires the County to provide the School Board with certain infrastructure on the remainder of the parent parcel, including high speed wireless internet, security fencing and gates, parking lot, stormwater retention pond, security lighting, and driveway extensions.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Ground Lease as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

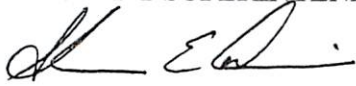
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ground Lease

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Operations/Finance and Business Services		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
AGENDA DATE: September 15, 2020		ITEM NUMBER: V.b.4.A.2.a.	
AGENDA REFERENCE: Ground Lease Agreement between the School Board of Escambia County, Florida and Escambia County		FISCAL IMPACT / AMOUNT: N/A	
FUND SOURCE: N/A			
BACKGROUND INFORMATION / DESCRIPTION: Request Board approval to enter into an agreement on behalf of the School Board of Escambia County, Florida and Escambia County for a portion of property located at 648 Muscogee Road which is currently a bus compound. Lease term and provisions will enable eventual construction of a community center to serve the immediate area. When, and if the County secures funding to do so, the District maintains the right for continued use as a bus compound until such time the construction project commences. Reversion language is included in the lease in the event the tenant is unable to construct or ceases to operate a community center on the property.			
EDUCATIONAL IMPACT: N/A			
OTHER REFERENCES OR NOTES: See attached.			
ACTION REQUIRED: Request Board approval of attached contract.			
STRATEGIC ALIGNMENT: GOAL E.3: To improve operational continuity in the learning and work environment			
REQUESTED BY: Shawn E. Dennis, Assistant Superintendent - Operations		DATE: August 28, 2020	
ASSISTANT SUPERINTENDENT: 		DATE: 8/28/2020	DATE OF BOARD APPROVAL:

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

SEP 21 2020

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

GROUND LEASE

THIS GROUND LEASE is made this ____ day of _____, 2020, between
The School Board of Escambia County, Florida (hereinafter referred to as "Landlord"), and
Escambia County, a political subdivision of the State of Florida, acting by and through its duly
authorized Board of County Commissioners (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of a 12.1 +/- acre parcel of property located on the
former Sid Nelson Community Learning Center and former Ransom Middle School site, with a
previous address of 648 Muscogee Road in Escambia County Florida, 32533, as more particularly
depicted on the survey attached hereto as Exhibit "A" (referred to herein as the "Property").

WHEREAS, the Property is currently zoned Public District (Pub), a zoning classification
consistent with the current use of the Property; and

WHEREAS, Tenant desires to lease an approximate 2.0-acre portion of the Property (the
"Leased Premises") for the purpose of constructing and occupying a structure to be used exclusively
as a community center; and

WHEREAS, Landlord considers that the construction of a community center on the Leased
Premises would provide a security and safety benefit to Landlord's adjacent property, and is
therefore willing to enter into this Land Lease; and

WHEREAS, in consideration of the construction of the community center by the Tenant,
Landlord shall lease the Leased Premises to Tenant and Tenant shall construct improvements upon
the Property and Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and benefits contained herein, it is agreed as follows:

1. ***Leased premises.*** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, upon the terms, conditions and provisions herein contained, an approximate 2.0-acre area of the Property as legally described on Exhibit "B" ("Leased Premises"). Tenant agrees and acknowledges that the Leased Premises is being leased "AS IS".

2. ***Term.*** The term of this Lease shall be for an initial period of Thirty (30) years and consist of three phases: (1) the Development Phase; (2) the Construction Phase and (3) the Operation Phase. The initial term shall commence on the date hereof (the Effective Date being the date upon which the last of Landlord and Tenant have executed this Lease Agreement) and terminating upon the conclusion of any of the respective Phases, as applicable, or as sooner terminated pursuant to the terms of this Lease.

A. Development Phase. The Development Phase shall commence on the Effective Date and shall terminate upon either: (1) seven and one-half (7.5) years from the Effective Date or (2) the commencement of the Construction Phase, whichever occurs first. If Tenant has failed to initiate the Construction Phase within 7.5 years from the Effective Date, the Lease shall terminate with the Landlord retaining possession of the Leased Premises and all improvements made pursuant to Section 4(B).

B. Construction Phase. The Construction Phase shall commence upon the Tenant providing Landlord signed construction plans and proof of funding to complete the construction of a community center and the Tenant not otherwise being in default. The Construction Phase shall terminate upon either: (1) five (5) years from the date of the commencement of the Construction Phase or (2) the commencement of the Operation Phase, whichever occurs first. If



Landlord

Tenant

Tenant has failed to initiate the Operation Phase within 5 years from the commencement of the Construction Phase, the Lease shall terminate with the Landlord retaining possession of the Leased Premises and all improvements made pursuant to Section 4(B).

C. Operation Phase. The Operation Phase shall commence upon the Tenant providing the Landlord with a Notice of Occupancy for the use of the community center on the Leased Premises and the Tenant not otherwise being in default. The Operation Phase shall continue for the balance of the initial lease term and any extended terms.

3. ***Extended term.*** Upon the termination of the Operation Phase, Tenant shall have the option to extend the initial term of this lease for two (2) additional thirty (30) year terms, provided that the Lease has not been previously terminated and that Tenant is not in default under the terms of this Lease Agreement at the time of each extension. Tenant shall give written notice to Landlord of Tenant's intent to extend at least one (1) year prior to the expiration of the then-current term. The terms of this Agreement shall remain in full force and effect except for the duration of the any extended term. Tenant shall have no further right to extend the term of this Lease Agreement beyond the expiration of the extensions provided for above.

4. ***Consideration.***

A. Rent. Tenant shall pay to Landlord the sum of Ten Dollars (\$10.00) annually for the use and occupancy of the Leased Premises. Payment shall be due in full on the anniversary date of the Effective Date annually. All taxes, charges, costs and expenses which Tenant assumes or agrees to pay under any provision of this Lease shall constitute additional rent. If Tenant shall fail to pay any such additional rent or any other sum due hereunder when the same shall become due, Landlord shall have all rights, powers and remedies with respect thereto as are provided herein in the case of the non-payment of rent, and shall have the right (but not the obligation) to pay the same on behalf of Tenant. Tenant shall perform all of its obligations under this Lease at its sole cost and



Landlord

Tenant

expense, and shall pay all rent, additional rent and other sums due hereunder when due and payable, without notice or demand.

B. Improvements

1. Development Phase. During the Development Phase, Tenant shall install internet infrastructure on the Property sufficient enough to provide connectivity for the entirety of the Property as further described in Section 7(B)(1), herein.


2. Construction Phase. During the Construction Phase, Tenant shall construct the items described in Paragraph 7(A) and 7(B)(2) and its subparts.

5. *Use of the Leased Premises.*

A. During the Development Phase, the Landlord shall continue to enjoy full use of the Property, including the Leased Premises, until the Tenant provides written notification and documentation to commence the Construction Phase, as stated in Paragraph 2(B) herein.

B. During the Construction Phase, Tenant shall enjoy full use of the Leased Premises for the purpose of constructing a community center. Tenant shall be solely responsible for the funding and construction of the community center. The community center shall be consistent with similar community center operations as other Escambia County Florida owned and managed community centers. The proposed building plans must be approved by Landlord before beginning construction. Any changes to the plans shall require the approval of Landlord. Such approval shall not be unreasonably withheld. However, Landlord shall have the right to refuse to approve any changes which, in Landlord's sole opinion, shall adversely affect the Landlord's neighboring school operations.

C. During the Operation Phase, and any extended terms, Tenant shall enjoy full use of the Leased Premises for the continuous operation of a public community center, to be operated, maintained and managed by Tenant, as further defined and limited in Section 7(A)(1).



Landlord

Tenant

6. **Governmental approvals.** Tenant shall be responsible for and shall secure promptly all necessary governmental approvals, including, but not limited to, rezoning (if necessary), building permits, site work approvals, road access approvals and certificates of occupancy.

7. **Construction, maintenance, and ownership of improvements.**

A. Improvements to the Leased Premises.

1. **Community Center.** Tenant shall construct the Community Center in a good and workmanlike manner, using first-class materials. Construction shall pursuant to the terms and conditions as stated in Section 2 of this lease, and shall be completed during the Construction Phase, with reasonable extensions for inclement weather, labor disputes, strikes, acts of God and other circumstances beyond the control of Tenant. In any event, however, the construction shall be completed not later than twelve and one-half (12.5) years from the Effective Date. For purposes of this lease, the term Community Center, as used herein, shall have the same meaning as the term "Community Service Facility", as that term is defined in Chapter 6, Section 0.3 of the Escambia County Land Development Code (Version June 2, 2020), except that the Tenant shall maintain complete and total use and control of the Community Center and not assign, rent, sub-let or otherwise dispossess itself of the ownership, use and control of the Community Center, except as may be provided pursuant to Section 10, herein.

2. **Maintenance.** During the term of this Lease and any renewals or extensions thereof, Tenant shall make all needed renovations, alterations, and repairs of any nature to the improvements described in this section. Additionally, Tenant shall always maintain the Leased Premises in first-class condition during the term of this Lease and any extensions or renewals thereof. In the event Tenant fails to make

a necessary repair, Landlord may, but shall not be required to, enter upon the Leased Premises and perform the repair, the cost of which shall be charged to Tenant as additional rent. Such additional rent shall be due and payable on the first day of the month after which the Landlord has completed and/or paid for the repair. Adjustments to the required construction and maintenance terms of these items may be adjusted by mutual written consent of the parties

3. **Ownership.** During the term of this Lease and any renewals or extensions thereof, the Tenant shall maintain a possessory interest in all improvements to the Leased Premises as limited in Section 7(A)(1). All structures, improvements and fixtures of any nature constructed or installed by Tenant on the Leased Premises shall become the property of Landlord upon the termination hereof and shall not be removed therefrom by Tenant. Notwithstanding the foregoing, removable trade fixtures may be removed from the Leased Premises at the completion of the term of this Lease, including any renewals or extensions thereof. Tenant shall repair any damage caused by such removal. If Tenant fails to remove such trade fixtures, Landlord may deem the trade fixtures part of the Leased Premises, or may remove and dispose of such fixtures, at Tenant's expense, at Landlord's option

B. Improvements to the Property.

1. **Internet or Similar Technology.** During the Development Phase, Tenant shall install, provide and maintain High Speed Internet, including a wireless connection, allowing for the Landlord's continuous and uninterrupted use for official business of the Escambia County School District. Tenant shall maintain the High-Speed Internet and provide and maintain the technological equivalent of the services


Landlord

Tenant

provided by High Speed Internet, as those technologies become available, for the entirety of the Lease.

2. **Physical Improvements.** During the Construction Phase, Tenant shall construct the following improvements:

a. Erect and maintain, at Tenant's sole cost and expense, a six (6) foot (at a minimum) security fence around the perimeter of the Leased Premises for the entire term of this Lease. Said fence shall be maintained by the Tenant in a manner consistent with current codes and shall remain in a high-quality state of repair.

b. Tenant shall perform site construction work and improvements on the Property as drawn and described on Exhibit C, including

i. Remove all trees, grade and level and construct a gravel parking area

ii. construction of retention areas as necessary;

iii. Installation of lighting fixtures to illuminate the entirety of the Property;

iv. a driveway extension on the west side of the southwest corner of the Property together with a double sliding gate sufficient to provide ingress and egress to the Property for school buses; and

v. a sixteen (16) foot swinging gate on the west side of the northern quarter of the remainder of the Property for access to Landlord's auction/storage area.

3. **Ownership and Maintenance.** During the Operation Phase and any renewal periods, Tenant shall maintain (1) the internet or similar technological



Landlord

Tenant


improvements made in furtherance of Section 7(B)(1). All improvements constructed in furtherance of Section 7(B)(2), and its subparts, shall become the property of Landlord and Landlord shall have responsibility for maintaining same.

8. Taxes and Assessments. Tenant shall pay all taxes and assessments, **if any**, assessed against the Leased Premises, including, but not limited to, property taxes, school taxes, sewer rents, water rents and special improvement district levies. In the event Tenant fails to pay such taxes and assessments as they become due, Landlord may pay them and charge such expenses to Tenant as additional rent. Such additional rent shall become due and payable on the first day of the month after which the Landlord has paid any such taxes and/or assessments.

9. Insurance. During the term of the Lease, Tenant, at its sole cost and expense, shall maintain fire and casualty insurance on the structure to be constructed on the Leased Premises for the benefit of Landlord and Tenant, in an amount sufficient at least to reconstruct the Leased Premises in the event of a casualty loss.

During the term of the Lease, Tenant, at its sole cost and expense, shall maintain public liability insurance on the Leased Premises with maximum limits of at least \$2,000,000.00 for personal injury or death of any one person, \$5,000,000.00 for personal injury or death of any group of persons as a result of one accident or incident, and \$1,000,000.00 for property damage. Landlord shall be named as an additional insured under said policy. During the term of the Lease, Landlord shall have the right from time to time to require commercially reasonable increases in the amount of liability insurance coverage required hereunder.

Tenant shall provide Landlord with certificates of insurance evidencing such coverage, together with proof of premium payment, prior to the Effective Date and thereafter at least once each year prior to the anniversary date. Tenant shall secure a provision in each policy of insurance



Landlord

Tenant

requiring that at least Ninety (90) days' written notice be given to Landlord by the insurance carrier prior to cancellation of any policy.

In the event Tenant fails to secure such insurance, Landlord may obtain the same and charge the premiums to Tenant as additional rent, which shall be due and payable on the first day of the month after which Landlord paid such premiums.

Notwithstanding anything in this Lease to the contrary, Tenant may satisfy its insurance obligations through a qualified plan of self-insurance pursuant to Section 768.28, Florida Statutes.

Tenant shall require the contractor who performs the construction of the Community Center to obtain builder's risk insurance in at least the amounts set out above. Landlord and Tenant shall be named as additional insureds.

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Leased Premises, the Improvements and all personal property and fixtures located thereon or therein) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of physical loss insurance policy, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. To the extent of any conflict between the preceding sentence and any other provision of this Lease the provision of the preceding sentence shall control. Landlord and Tenant shall each secure with respect to each insurance policy maintained by it which is applicable to the Leased Premises, or any fixtures or personal property located thereon or therein, an appropriate policy provision or endorsement by which each insurance company waives subrogation against the other party. If either party so requests, the other party shall deliver satisfactory evidence of the such waiver of subrogation by the other party's insurer(s).



Landlord

Tenant

10. No Sublease or Assignment. Tenant shall not be entitled to sublease all or any part of the Leased Premises, nor is this Lease assignable by Tenant, without the prior written consent of Landlord, which may be withheld or granted in Landlord's sole and unfettered discretion.

11. Reverter Clause. At any time during the term of this Lease subsequent to the commencement of the Operation Phase, if a continuous six (6) month period occurs where by the Tenant ceases to use the Leased Premises for the intended use as a Community Center, this Lease shall immediately terminate, and all rights title and interest in the Leased Premises and any improvements thereon, shall revert to the Landlord. This reversion shall be accomplished and indicated by the recording of an Affidavit from an official of Landlord confirming that the reversion has occurred, and the recording of such Affidavit shall result in the cancellation and termination of this Lease, including any Memorandum of Lease recorded in connection herewith. No further action shall be required to provide evidence of such reversion.

12. Eminent domain.

A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or if such amount of the Leased Premises shall be acquired or condemned by eminent domain so as to make the continued use of the Leased Premises for its intended purpose by Tenant, then, in that event, the term of this Lease shall cease, and the Lease shall terminate from the date on which title vests in the applicable governmental authority.

B. Any award for condemnation shall be paid first to Tenant, to the extent required to satisfy any liens for which Tenant received express written permission of Landlord to incur, and the balance shall be divided between Landlord and Tenant as follows: first to Tenant for the value of Tenant's leasehold interest in the Leased Premises; next to Tenant for the value of any Improvements taken less the value of Landlord's reversionary



Landlord

Tenant

interest in those Improvements (calculated as if this Lease does not terminate until the expiration of the initial term and any extended terms exercised prior to the time Tenant receives notice of such taking or sale); and the remainder, if any, to Landlord.

13. *Destruction by fire or other casualty.* In the event that the building constructed by Tenant on the Leased Premises shall be totally destroyed by fire or other casualty, Tenant shall not be required to rebuild. Instead, Tenant may elect, within one hundred and eighty (180) days after the date of loss, to terminate this Lease. In that event, Tenant shall use so much of the insurance proceeds as may be required to satisfy any liens which were expressly approved, in writing, by Landlord. The remainder of the proceeds shall belong to Landlord.

If the building is only partially destroyed, Tenant shall promptly reconstruct the building to its condition immediately prior to the fire. Tenant shall obtain all governmental approvals. Reconstruction shall be commenced promptly and be completed within Twelve (12) months of the date of loss.

In the event of a complete loss and termination of the Lease, the rent shall cease to be payable as of the date of loss.

14. *Liability.* Each party shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Lease, to the extent permitted by law. However, nothing in this Lease or any act of the parties shall be deemed or construed by the parties to this Lease or any third-party to create a relationship of principal and agent, joint venture, or business affiliation between the parties, or as a waiver of either party's sovereign immunity.

15. *Utilities.* Tenant shall pay all costs and fees associated with and charged for all utilities utilized in connection with the use and occupancy of the Leased Premises, including, but not limited to, gas, oil, electricity and telephone service. These costs and fees shall also include the cost



Landlord

Tenant

of running any required utilities to the Leased Premises, and Landlord shall have no duty to provide any utilities to the Leased Premises.

16. *Inspection.* Landlord shall have limited rights to enter upon the Leased Premises to inspect for compliance with the terms of this Lease.

17. *Environmental provisions.*

A. Tenant shall comply with all environmental laws, orders and regulations of federal, state, county and municipal authorities, and with any directive issued pursuant to law by any public officer thereof, which shall impose any order or duty upon Tenant pertaining to the construction, use or occupancy of the Leased Premises by Tenant, or sub lessees.

B. Tenant shall have the right, upon giving written notice to Landlord, to contest any obligations imposed upon Tenant pursuant to the provisions of this Paragraph 17, and to defer compliance during the pendency of the contesting proceedings, provided that the failure of Tenant to comply will not subject Landlord to civil fine or criminal penalty.

C. Notwithstanding the foregoing, in the event that Tenant's failure to promptly fulfill the contested obligations would pose an imminent threat to public health, public safety and/or the environment, Tenant shall immediately perform whatever actions may be required to abate the immediate threat. Thereafter, Tenant may contest the obligations and defer further compliance, as set forth above.

D. Tenant shall provide Landlord with copies of all documents served upon Tenant or his counsel, and served by Tenant or his counsel, upon the governmental authority.

E. Failure of Tenant to comply with the provisions of this Paragraph 17 shall be an act of default under the terms of this Lease and shall entitle Landlord to pursue all applicable remedies. In addition, Landlord shall be entitled to collect from Tenant any fines,



Landlord

Tenant

penalties, expenses of defense (including legal fees), expenses of compliance and other damages incurred by Landlord by reason of Tenant's default under this Paragraph 17.

F. In the event that Tenant discovers any condition during the course of excavation and construction that would indicate the possible existence of hazardous substances on the Leased Premises, Tenant shall immediately notify Landlord. If the substances are indeed hazardous (as defined above in Paragraph 10), and Tenant is able to demonstrate to the reasonable satisfaction of Landlord that such hazardous substances exist on or under the Leased Premises, Tenant shall be entitled to terminate this Lease by giving written notice of its election to do so within One Hundred and Eighty (180) days after Landlord acknowledges that such substances are hazardous. The obligation to pay rent shall be suspended upon the date of discovery by Tenant of the evidence of hazardous substances. If Tenant elects not to terminate, Tenant shall promptly take whatever actions are required by law to remediate, remove or otherwise clean up the Leased Premises as required by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 *et seq.* The obligation to pay rent shall be suspended from the date of discovery of the evidence of hazardous substances until remediation is complete. Tenant shall be entitled to an extension of the term of this Lease for the same period of time.

18. *Trash.* Tenant shall store all trash, debris and all other waste materials in a fire-proof container, and normal office wastepaper and other normal office trash in waste baskets within the Leased Premises. In no event shall any trash, debris or waste materials be stored outside of the community center.



Landlord

Tenant

19. *Quiet enjoyment.* Landlord covenants and agrees that Tenant may peaceably and quietly enjoy the Leased Premises subject, however, to Tenant's fulfillment of the covenants and agreements contained in this Lease.

20. *End of term.* Upon expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, broom clean as appropriate, in good order and condition, reasonable wear and tear and damage by fire or other casualty excepted.

21. *Notices.* Any notice required to be given to Landlord or Tenant shall be in writing and sent certified mail, return receipt requested, at the following address:

If to Landlord: The School Board of Escambia County, Florida
ATTENTION: Mr. Shawn Dennis
Vernon McDaniel Building
75 North Pace Blvd
Pensacola, Florida 32505

With Copy to: Carver, Darden, et. al.
ATTENTION: Geoff Brodersen
151 W. Main St., Suite 200
Pensacola, Florida 32502

If to Tenant: Board of County Commissioners of Escambia County,
Florida
ATTENTION: Janice Gilley, County Administrator
221 Palafox Place
Pensacola, Florida 32502

With Copy to: Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

22. *Waiver.* Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

23. *Amendments.* This Agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.



Landlord

Tenant

24. Captions. The captions preceding the paragraphs of this Lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe neither the scope of this Lease nor the intent of any provision of this Lease.

25. Waiver of right to trial by jury. The parties hereto agree that, for any cause of action or counterclaim arising out of the terms of this Lease, including an action for eviction, the parties waive the right to a trial by jury.

26. Defaults and Remedies. The following shall be events of default on the part of Tenant under the terms of this Lease:

- A. failure to pay rent or additional rent when due;
- B. failure to comply with any law, regulation, policy or order of any lawful governmental authority;
- C. failure to comply with any other Lease provision contained herein;
- D. vacating or abandoning the Leased Premises for any continuous period of six (6) months or more.
- E. failure to construct the improvements as listed in Section 4(b).

In the event of default, Landlord shall give written notice of default to Tenant, specifying the nature of the default. Tenant shall have thirty (30) days from the date of notice to cure a default in rent payment and to cure all other defaults. If Tenant fails to cure the default within the specified time, Landlord may terminate this Lease and remove Tenant by summary proceedings or otherwise.

If any such default shall have occurred and be continuing, and whether or not Landlord shall have terminated this Lease, Landlord may reenter and take complete and peaceful possession of the Leased Premises and, with or without process of law, remove all persons and all furniture, fixtures,

equipment and other personal property located on the Leased Premises and owned or leased from third parties by Tenant, by force or otherwise, without being liable in damages for these actions. In such event, Tenant shall peacefully and quietly yield up and surrender the Leased Premises to Landlord and remain liable to Landlord for all losses and damages sustained by reason of the default, subject to existing subleases.

27. Construction Liens. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, any part thereof or upon Tenant's leasehold interest, which arises out of the use or occupancy of the Leased Premises by Tenant or by reason of any labor or materials furnished or claimed to have been furnished to Tenant or by reason of any construction, addition, alteration or repair of any part of the Leased Premises. If any such lien is filed against the Leased Premises, Tenant shall, within 30 days after notice of the filing thereof cause such lien to be released or discharged with respect to the Leased Premises by payment or bonding. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, expressed or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Premises or any part thereof. Notice is hereby given that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Leased Premises or any part thereof through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Leased Premises.

28. Holding Over. A holding over beyond the expiration of the Term shall operate as an extension of this Lease from month to month on the same terms and conditions in effect immediately

prior to the expiration. The extended term may be terminated either by Landlord or Tenant by giving 30 days written notice to the other.

29. Recording of Lease. Landlord and Tenant agree that neither this Lease nor any affidavit thereof shall be recorded, but the parties shall record a memorandum of this Lease in substantially the form attached hereto as Exhibit "D," which shall include the provisions of Section 27. However, this provision will not be construed to prevent the Clerk of Court and Comptroller from recording the Lease in the minutes of the meetings of the Board of County Commissioners.

30. Net Lease. Except as otherwise specifically provided, this Lease is a "net" Lease. Tenant shall pay all rent and all other charges due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, set-offs, counterclaims, abatements, suspensions or defenses of any kind. It is the intention of the parties that the obligations of Tenant shall be separate and independent covenants, that the rent and all other charges payable by Tenant shall continue to be payable in all events, and that the obligations of Tenant shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease.

31. Florida Radon Gas Notification. According to the Radon Gas legislation that become law as of January 1, 1989, the following legend must appear in at least one document, form or application executed at the time of, or prior to, contract for sale and purchase of any building, or the execution of any rental agreement for any building: *"Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit."*



Landlord

Tenant

32. Counterparts. This Lease may be executed by Landlord and Tenant in one or more counterparts, each of which when taken together shall constitute an original.

33. Headings; Meaning of Words; Entire Agreement; Binding Effect. The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties and may be amended or modified only in a writing signed by both parties that identifies itself as an amendment or modification of this Lease, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease. This Lease and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Landlord and its successors and assigns and to the benefit of Tenant and its permitted successors and assigns.

34. Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida.

35. No Waiver. No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Lessor of any right or remedy in law or otherwise.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the Effective Date.

[Signatures Follow]



Landlord

Tenant

Signed, Sealed and Delivered
in the Presence of:

1. Elisabeth Buswell
Elisabeth Buswell
2. Stephanie Baker
Stephanie Baker

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

SEP 21 2020

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

LANDLORD:

The School Board of Escambia County,
Florida

By: Patricia Hightower
Patricia Hightower, Board Chair

Date: 9/23/2020

ATTEST:

Malcolm Thomas
Malcolm Thomas, Superintendent

TENANT:

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.

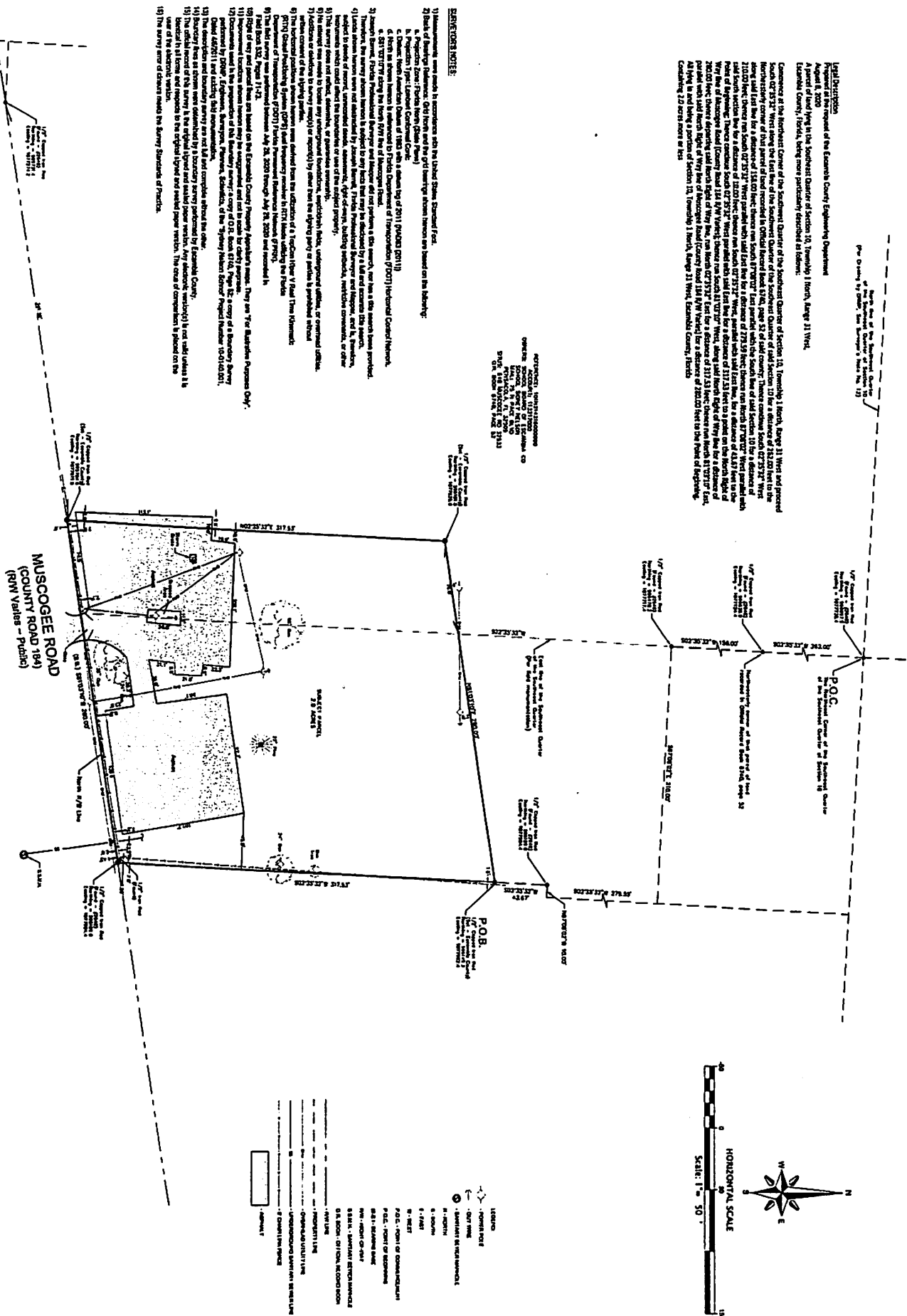
By: [Signature]
Title: Asst. County Attorney
Date: Sept. 28, 2020

Legal Description
 Prepared at the request of the Escambia County Engineering Department
 August 8, 2009
 A parcel of land lying in the Southwest Quarter of Section 10, Township 1 North, Range 21 West, Escambia County, Florida, being more particularly described as follows:

[illegible]

SURVIVOR'S NOTES:

- [illegible]



Page 20 of 26

EXHIBIT "B"

LEGAL DESCRIPTION

TO BE VERIFIED BY SURVEY PRIOR TO LEASE EXECUTION

A parcel of land lying in the South East Quarter of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the North East Corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 1 North, Range 31 West and proceed South 02°35'32" West along the East line of the Southwest Quarter of the Southeast Quarter of said Section 10 for a distance of 262.00 feet to the North Easterly corner of that recorded in Official Record Book 6740, page 52 of said county; Thence continue South 02°35'32" West along said East line for a distance of 158.00 feet; thence run South 87°08'02" East parallel with the South line of said Section 10 for a distance of 210.00 feet; thence run South 02°35'32" West parallel with said East line for a distance of 279.59 feet; thence run North 87°08'02" West parallel with said South section line for a distance of 10.00 feet; thence run South 02°35'32" West, parallel with said East line, for a distance of 43.67 feet to the Point of Beginning; Thence continue South 02°35'32" West parallel with said East line for a distance of 317.53 feet to a point on the North Right of Way line of Muscogee Road (County Road 184 R/W Varies); thence run South 81°03'10" West, along said North Right of Way line for a distance of 280.00 feet; thence departing said North Right of Way line, run North 02°35'32" East for a distance of 317.53 feet; thence run North 81°03'10" East, parallel with said North Right of Way line of Muscogee Road (County Road 184 R/W Varies) for a distance of 280.00 feet to the Point of Beginning.

All lying in and being a portion of Section 10, Township 1 North, Range 31 West, Escambia County, Florida
Containing 2.0 acres more or less.



Landlord

Tenant

- Escambia County / SBEC Lease Agreement for a portion of Sid Nelson
9/15/2020

EXHIBIT "D"

FORM OF MEMORANDUM OF LEASE

PREPARED BY:

Geoff Brodersen
Carver Darden, et. al.
151 W. Main St., Suite 200
Pensacola, FL 32501

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of the ____ day of _____, 2020, is by and between **The School Board of Escambia County, Florida** (hereinafter referred to as "Landlord"), and **Escambia County** (hereinafter referred to as "Tenant")

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Landlord has leased, demised and let to Tenant, and Tenant has leased and taken from Landlord certain premises, together with the improvements to be constructed thereon at Tenant's sole expense, as more particularly depicted on the survey attached hereto as Exhibit "A" and more particularly described on Exhibit "B" (variously referred to herein as the "Leased Premises"). This Memorandum of Lease is subject to all the terms and conditions of that certain unrecorded Lease Agreement dated as of _____, 2020 (the "Lease") between Landlord and Tenant dealing with the Leased Premises.

The term of the Lease shall for a period of Thirty (30) years, commencing on the date hereof (the "Effective Date," being the date upon which the last of Landlord and Tenant have executed this Memorandum of Lease) and terminating on _____, both dates inclusive, unless extended or sooner terminated pursuant to the terms of the Lease.



Landlord

Tenant

Tenant has the option to extend the term of this lease for two (2) additional thirty (30) year terms, provided that the Lease has not been previously terminated and that Tenant is not in default under the terms of the Lease Agreement at the time of each extension.

At any time during the term of the Lease, subsequent to the Construction Phase, as that term is defined in the Lease, if a continuous six (6) month period occurs where by the Tenant ceases to use the Leased Premises for the intended use as a community center, the Lease shall immediately terminate, and all rights title and interest in the Leased Premises and any improvements thereon, shall revert to the Landlord. This reversion shall be accomplished and indicated by the recording of an Affidavit from an official of Landlord confirming that the reversion has occurred, and the recording of such Affidavit shall result in the cancellation and termination of the Lease, including this Memorandum of Lease. No further action shall be required to provide evidence of such reversion.

In the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions and covenants of the Lease shall control and prevail.

Pursuant to the terms of the Lease and Florida Statute §713.10, the interest of Landlord in the Leased Premises shall not be subject to liens for improvements made by the Tenant.

This Memorandum of Lease is executed for the purposes of recordation in the public records of Escambia County, Florida in order to give notice of the terms, provisions and conditions of the Lease, and Tenant's rights thereunder, and is not intended, and shall not be construed to define, limit or modify the Lease. For further details, reference should be made to the Lease, a copy of which is in the possession of each of the Landlord and the Tenant.

[Signatures Follow]



Landlord

Tenant

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

LANDLORD:

THE SCHOOL BOARD OF ESCAMBIA
COUNTY, FLORIDA

1. Elisabeth Buswell
Elisabeth Buswell

By: Patricia Hightower
Patricia Hightower, Board Chair

2. Stephanie Baker
Stephanie Baker

Date: 9-23-2020

(Names should be typed or printed on line below signatures)

ATTEST:

Malcolm Thomas
Malcolm Thomas, Superintendent

[Signature]

Landlord

Tenant

TENANT:

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: [Signature]

Title: Escambia County Attorney

Date: Sept. 28, 2020

[Signature]
Landlord

Tenant



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18718

County Attorney's Report 7.2.

BCC Regular Meeting

Action

Meeting Date: 10/15/2020

Issue: Interlocal Agreement with the SRIA Relating to EMS

From: KRISTIN HUAL, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement with the SRIA Relating to EMS.

At the request of Commissioner Robert Bender, that the Board take the following action regarding the Interlocal Agreement between the Escambia County Board of County Commissioners and the Santa Rosa Island Authority relating to the funding of Emergency Medical Services on Santa Rosa Island:

- A. Approve the Interlocal Agreement with the Santa Rosa Island Authority relating to the funding of Emergency Medical Services on Santa Rosa Island; and
- B. Authorize the Chairman to execute the Interlocal Agreement.

BACKGROUND:

On September 15-16, 2020, the Pensacola Bay "Three Mile" Bridge sustained significant damage due to Hurricane Sally, and the span will be closed for an indeterminate length of time. To ensure a timely response for emergency transport on Santa Rosa Island, effective September 22, 2020, the County deployed and will maintain a fully staffed ambulance at the Pensacola Beach Fire Station to provide full-time emergency medical services (EMS) on Santa Rosa Island.

In accordance with the terms of the Interlocal Agreement, effective September 22, 2020, the SRIA will reimburse the County for the cost to provide two EMS specialists performing 12-hour rotational shifts, 24-hours per day on Santa Rosa Island in an amount not to exceed \$26,824.00 per month. Unless earlier terminated by the parties, the term of the Agreement shall expire on October 1, 2021.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was drafted by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Public Safety Department will remit monthly invoices with supporting documentation to the SRIA.

Attachments

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
THE SANTA ROSA ISLAND AUTHORITY RELATING TO EMERGENCY
MEDICAL SERVICES ON SANTA ROSA ISLAND**

THIS AGREEMENT is made by and between the County of Escambia, a political subdivision of the State of Florida (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, on or about September 15-16, 2020, the Pensacola Bay "Three Mile" Bridge sustained significant damage due to Hurricane Sally, and the span will be closed for an indeterminate length of time; and

WHEREAS, in order to ensure a timely response for emergency transport on Santa Rosa Island, effective September 22, 2020, the County deployed and will maintain a fully staffed ambulance at the Pensacola Beach Fire Station to provide full-time emergency medical services (EMS) on Santa Rosa Island; and

WHEREAS, the SRIA has agreed to reimburse the County for the cost to provide two EMS specialists performing 12-hour rotational shifts, 24-hours per day on Santa Rosa Island as provided herein; and

WHEREAS, the County has provided the SRIA with a detailed calculation and back-up documentation used to determine the monthly cost to provide two EMS specialists performing 12-hour rotational shifts, 24-hours per day on Santa Rosa Island as provided herein ("Costs Estimate"); and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Interlocal Agreement whereby the SRIA will reimburse the County for the cost to provide full-time emergency medical services on Santa Rosa Island.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the SRIA will reimburse the County for the cost to provide full-time emergency medical services on Santa Rosa Island as provided herein.

Section 2. Responsibilities of the Parties.

2.1 Effective September 22, 2020, the County agrees to maintain a fully staffed ambulance at the Pensacola Beach Fire Station on Santa Rosa Island with two EMS specialists performing 12-hour rotational shifts, 24-hours per day.

2.2 In exchange for the provision of said emergency medical services on Santa Rosa Island, the SRIA agrees to reimburse the County for all personnel costs incurred to provide two EMS specialists performing 12-hour rotational shifts, 24-hours per day in an amount not to exceed the sum of \$26,824.00 dollars per month ("Costs"). Upon receipt of a monthly invoice for Costs from the County which shall be consistent with the Costs Estimate, the SRIA shall remit payments to the County of the Costs within thirty (30) days of receipt of the monthly invoice. The monthly invoice shall at a minimum have the following information:

2.2.1 Hours worked per staff member.

2.2.2 Hourly rate for that staff member.

2.2.3 The data in subsections 2.2.1 and 2.2.2 will be recorded on a shift basis and presented as a weekly total leading up to the monthly amount.

2.3 It is understood and agreed by the parties that if said Costs incurred by the County are reimbursed through another third-party funding source, including, but not limited to, state or federal assistance then the County will automatically refund the SRIA for any duplication of funding for said Costs within ninety (90) days of receiving reimbursement from another third-party funding source.

Section 3. Term and Termination. Subject to Section 17 herein, the term of this Agreement shall commence on September 22, 2020, and continue unless earlier terminated by either party as provided herein. This Agreement may be terminated by either party upon providing seven (7) calendar days written notice to the other party. Upon termination, the SRIA shall pay the County, on a prorated basis, for costs incurred by the County through the date of termination.

Section 4. Liability.

4.1 Subject to Section 4.3 herein, the parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

4.2 The County is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

4.3 It is expressly understood that the SRIA's sole duty and liability under this Agreement is the reimbursement of Costs reflected in Section 2.2 herein.

Section 5. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 6. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 7. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 8. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 9. Interpretation.

9.1 For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

9.2 References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 10. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 11. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 12. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payment to the County will be sent to:

Director of Administrative Services
P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

Section 13. Prior Agreements Superseded; Amendments.

13.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13.2 It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 14. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the state courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 15. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. Effective Date. This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

Section 17. Sunset Provision: This Agreement shall terminate on October 1, 2021.

[SIGNATURE PAGE TO FOLLOW]

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

**Board of County Commissioners
Escambia County, Florida**

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-30-2020

ATTEST:

By: _____
Secretary/Treasurer

Steven Barry, Chairman

Date: _____

BCC Approved: _____

SRIA:

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: _____
Chairman

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18734

County Attorney's Report 7.3.

BCC Regular Meeting

Action

Meeting Date: 10/15/2020

Issue: Escambia County State of Local Emergencies

From: ALISON ROGERS, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County State of Local Emergencies.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-140, R2020-141, R2020-142; and

B. Extension of Escambia County State of Local Emergencies.

BACKGROUND:

Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the federal government has released federal aid dollars to state and local governments for COVID-19 related expenses and impacts.

Hurricane Sally struck Escambia County and surrounding areas with high storm surge, flooding rains and high winds on September 16, 2020, causing extensive damage to infrastructure, property, and utilities. The recovery effort will be extensive. Continuation of the state of emergency related to Hurricane Sally will allow Escambia County to proceed with a safe and efficient recovery effort.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents have been reviewed and approved by County Attorney Alison Rogers.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R2020-140

Resolution R2020-141

Resolution R2020-142

RESOLUTION R2020-140
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Board of County Commissioners of Escambia County has been informed by her emergency management staff of the imminent threat posed by Tropical Storm Delta; and

WHEREAS, Tropical Storm Delta has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, time and circumstances are such that a special emergency meeting of the Board of County Commissioners cannot be called; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, one Commissioner may declare a state of emergency.

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

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 8:00 a m., central daylight time, the 6th day of October, 2020.
3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.

- g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
4. The County Administrator, or her designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.
5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.
6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners 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 5th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: 
Robert Bender, Vice Chairman


ATTEST: PAM CHILDERS
Clerk of the Circuit Court



Date Executed

10/5/2020

Approved as to form and legal
sufficiency.

By/Title: 
Date: 10/5/2020



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

October 5, 2020

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

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-140, which was filed in this office on October 5, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-141
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, R2020-108, R2020-110, R2020-120, R2020-123, R2020-125, R2020-134 and R2020-138, declaring a state of local emergency that shall expire at 1:59 p.m. on the 12th day of October 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 12th day of October, 2020, and to expire at 1:59 p.m., central daylight time, on the 19th day of October, 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 8th day of ~~September~~
October 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

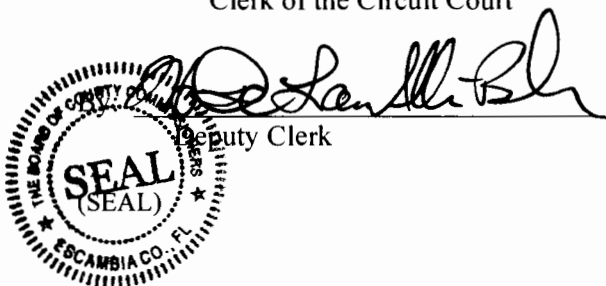
Date Executed

10/8/2020

By: _____

Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court



Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 10/8/2020

RESOLUTION R2020-142
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by the aftermath of Hurricane Sally; and

WHEREAS, the aftermath of Hurricane Sally has posed and continues to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, the Board of County Commissioners may declare or extend a state of emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a), 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 exists in Escambia County, Florida, effective for seven (7) days beginning 1:00 p m., central daylight time, the 12th day of October, 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) has been activated and is hereby extended as above.
6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.
7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 8th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

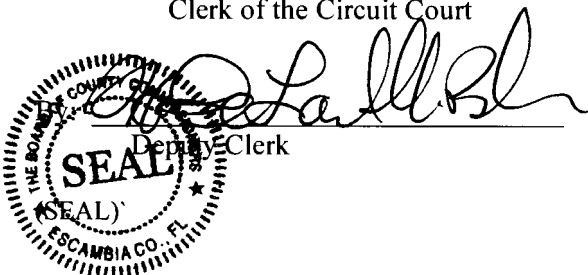
Date Executed

10/8/2020

By: _____

Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court



Approved as to form and legal
sufficiency.

By/Title: _____

Date: 10/6/20